

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

**BOARD OF EDUCATION**  
**AGENDA**

August 31, 2021  
Meeting No. 4  
Regular Meeting

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

**BOARD OF EDUCATION MEETING NO. 4**  
Administration Center

**August 31, 2021**

*“Preparing our students for their future.”*

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

	<b>Please Note Times</b>
<b>4:30 P.M. -</b>	<b>Opening, Presentation Public Communications</b>
	<b>Closed Session</b>
<b>7:00 P.M. -</b>	<b>Regular Meeting Superintendent’s Updates Information, Action, Consent Calendar, Reports</b>

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

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

**AGENDA**

**ITEM**

**PAGE**

- A. OPENING – 4:30 P.M.**
- 1. Call to Order and Roll Call**
  - 2. Pledge of Allegiance led by Manix Behr-Menzies, 6<sup>th</sup> grade student at John Muir Elementary School.**

**A. OPENING - continued**

**3. Certification of Compliance**

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

**4. Approval of Agenda Order**

**B. PRESENTATION**

**1. Glendale Council PTA**

Glendale Council PTA President Rebecca Johnson will share a welcome to the school year presentation.

**C. COMMUNICATIONS FROM THE PUBLIC**

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

ADDRESSING THE BOARD OF EDUCATION – An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted. In order to facilitate public participation at meetings, the Board will accept public communications via teleconference until further notice. If you wish to make a public comment at an upcoming meeting, please follow the instructions below. Not more than five minutes may be allotted to each speaker and no more than 20 minutes to each subject, except by unanimous consent of the Board of Education. A speaker's allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review. A student's parent/guardian, or a student if age 18 or older, may request that the minutes exclude the student's directory information, as defined in Education Code 49061, or a parent/guardians' personal information, as defined in Education Code 49073.2. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. Glendale Unified School District will provide accommodations, with reasonable advanced notice, for any individual with a disability or any individual requiring translation needing to address the Board of Education during Public Communication. Please contact the Glendale Unified Public Information Office at (818) 241-3111 x1218 or publicinfo@gusd.net at least 24 hours before the start of the meeting to request accommodation.

### **C. COMMUNICATIONS FROM THE PUBLIC-continued**

Instructions for public communications:

1. A survey “sign up” will be posted at [www.gusd.net/communication](http://www.gusd.net/communication) for members of the public who wish to speak on items at 4:00 p.m. on the day of the meeting (30 minutes prior to the start of the public meeting).
2. Speakers should fill in their name and select which item they wish to address the board.
3. Speakers are asked to attend the board meeting virtually through the Zoom invitation link: <https://glendaleusd.zoom.us/j/85433819352>
4. Only those who have completed the speaker sign up survey will be allowed to enter the Zoom meeting.
5. When it is time for a speaker to address the Board, their name will be called and the microphone on their Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board.
6. Speakers should rename their Zoom profile to their real name to expedite this process.
7. Speakers are requested to state their name prior to addressing the Board.
8. After a speaker completes their public comment or if the five minute time limit has been reached, the microphone for the speaker’s Zoom profile will be muted.
9. The speaker sign up survey and Zoom teleconference links will be closed following the Public Communications portion of the meeting.
10. If you wish to make a public comment and do not have access to the internet, please call the Glendale Unified Public Information Office at 818-241-3111 x1218 by 3:00 p.m. on the day of the meeting to make alternate arrangements.

### **D. CLOSED SESSION**

1. **Conference with Labor Negotiators pursuant to Government Code § 54954.5**

**Agency designated representatives: Dr. Darneika Watson and Mr. David Greco,  
Employee organization: Glendale Teachers Association and California School  
Employees Association-Glendale Chapter No. 3**

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

3. **Conference with Legal Counsel – Litigation – Significant exposure to litigation pursuant to paragraph(2) of subdivision(d) of Section §54956.9:**
  - (1) LA-CO-1800-E
  - (2) EEOC Charge No. 480-2021-02367
  - (3) EEOC Charge No. 480-2021-02814

### **E. RETURN TO REGULAR MEETING – 7:00 P.M.**

### **F. SUPERINTENDENT’S UPDATES**

1. **Health and Safety**
2. **Independent Study**

### **G. INFORMATION**

1. **Proposed Revisions to Board Policy 3230 - Federal Grant Funds**

11

This report provides the Board of Education with information on the need to revise existing Board Policy (BP) 3230 (Federal Grant Funds) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.



**G. INFORMATION - continued**

**2. Acknowledgement of Service 14**

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

**H. ACTION**

**1. Board Priorities for 2021-2022 19**

The Superintendent recommends that the Board of Education approve its Board Priorities for 2021-2022.

**2. Resolution No. 1 - Gann Appropriations Limit for 2020-21 and 2021-22 21**

The Superintendent recommends that the Board of Education adopt Resolution No. 1 in conformance with the requirements of Article XIII-B (Proposition 4 of 1979/Gann Limit) of the State Constitution.

**3. Approval of Agreement with The Service Companies 23**

The Superintendent recommends that the Board of Education ratify an agreement with The Service Companies for backup staffing as needed through December 31, 2021, for not-to-exceed amount of \$350,000 paid from COVID funds.

**4. Approval of Agreement with Healthcare IT Leaders for Contact Tracing 34**

The Superintendent recommends that the Board of Education ratify an agreement with Healthcare IT Leaders for contact tracing services through February 28, 2022, for a not-to-exceed amount of \$204,000 paid from COVID funds.

**5. Award of Bid No. 216-21/22 for HVAC Replacement at the Administration Building B 59**

The Superintendent recommends that the Board of Education award Bid No. 216-21/22 for the HVAC replacement project at the Administration Building B to ACCO Engineered Systems in the amount of \$173,281, plus a \$30,000 allowance, funded by Routine Restricted Maintenance funds.

**6. Approval of Agreements with Planet Bravo, LLC for Computer Science Immersion Curriculum and Services at Cerritos Elementary School and Theodore Roosevelt Middle School 60**

The Superintendent recommends that the Board of Education approve the agreements with Planet Bravo, LLC to provide Computer Science Immersion Curriculum Courses and Professional Development Services at Cerritos Elementary School in the amount of \$24,000, and at Theodore Roosevelt Middle School in the amount of \$48,000, to support the STEAM Academy Magnet.

**H. ACTION - continued**

- 7. Approval of Services Agreement between Glendale Unified School District and PlanetBravo, LLC for Edison Elementary School 74**

The Superintendent recommends that the Board of Education approve the services agreement between Glendale Unified School District and PlanetBravo, LLC in the amount of \$43,000 to provide advanced technology curriculum and instruction to students at Thomas Edison Advanced Technology Magnet and Spanish FLAG Elementary School in 2021-2022.

- 8. Approval of Services Agreement Between Glendale Unified School District and Caption Consulting Services to Provide CART Captioning Services 82**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Caption Consulting Services in the amount of \$80,000 to provide CART Captioning services for students.

- 9. Approval of Services Agreement with A Tree of Knowledge Educational Services, Inc. for Jefferson Elementary School 98**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and A Tree of Knowledge Educational Services, Inc. in the amount of \$60,000 for tutoring and instructional support services for students at Thomas Jefferson Elementary School.

- 10. Approval of Services Agreement with Mindful Learning Center for Balboa Elementary School 115**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Mindful Learning Center in the amount of \$92,544 to be funded by the Expanded Learning Opportunities Grant, for enrichment and healthy living classes, sports, mindful learning and art classes for all grades at Balboa Elementary School.

- 11. Approval of Services Agreements with Sports For Learning at Various Elementary Schools 132**

The Superintendent recommends that the Board of Education approve Services Agreements between Glendale Unified School District and Sports For Learning at Columbus, Dunsmore, Thomas Edison, John Fremont, Glenoaks, Thomas Jefferson, Mark Keppel, Horace Mann, Mountain Avenue and Valley View Elementary, for a total amount of \$498,243.75 funded by the Expanded Learning Opportunities (ELO) Grant Funds.

- 12. Approval of Agreement with Primex Clinical Laboratories, Inc. for COVID Testing 321**

The Superintendent recommends that the Board of Education approve an agreement with Primex Clinical Laboratories, Inc. for COVID Testing from September 1, 2021 to June 11, 2022 for a not to exceed amount of \$56,000 paid from COVID funds.

**H. ACTION - continued**

**13. Approval of Agreement with Mend Urgent Care for COVID Testing 342**

The Superintendent recommends that the Board of Education approve an agreement with Mend Urgent Care for COVID Testing from September 1, 2021 to June 11, 2022 for a not to exceed amount of \$12,000 paid from COVID funds.

**14. Resolution No. 2 – Resolution of the Board of Education of the Glendale Unified School District Authorizing COVID-19 Vaccination Requirements for Employees 363**

The Superintendent recommends that the Board of Education adopt Resolution No. 2 – Authorizing COVID-19 vaccination requirements for all employees by November 1, 2021.

**I. CONSENT CALENDAR**

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

**1. Minutes 366**

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

- a. Regular Meeting No. 2 August 10, 2021
- b. Special Meeting No. 3 August 16, 2021

**2. Certificated Personnel Report No. 3 376**

The certificated report recommends approval of the following:

A maternity leave of absence, an extension of maternity leave of absence, a parental leave of absence, health leaves of absence, family & medical leaves of absence, an extension of family & medical leave of absence, an intermittent family & medical leave of absence, additional assignments, a change of assignment, voluntary increases in assignment, election to management positions, change of management positions, elections, elections hourly/daily, additional compensation, revision to previous personnel reports and personal services agreements.

**3. Classified Personnel Report No. 3 419**

The classified report recommends approval of the following:

Medical leave of absence; family & medical leave of absence; extension of medical leave of absence; extension of family & medical leave of absence; election from eligibility list; reemployment; additional assignments; change of assignments; revisions to previous board report; election of classified hourly substitutes; election of classified/non classified hourly substitutes; and personal services agreements.

**4. Warrants 431**

The Superintendent recommends that the Board of Education approve Warrants totaling \$2,464,524.25 for August 6, 2021 through August 25, 2021.

**I. CONSENT - continued**

- 5. Purchase Orders 432**
- The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$27,516,473.60 for the period of July 1, 2021 through July 30, 2021.
- 6. Appropriation Transfer and Budget Revision Report 474**
- 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.
- 7. Approval of Memorandum of Agreement with the Los Angeles County Department of Parks and Recreation for Use of County Park Facilities 479**
- The Superintendent recommends that the Board of Education approve a Memorandum of Agreement (MOA) with the Los Angeles County Department of Parks and Recreation for use of county park facilities by GUSD schools through June 30, 2022.
- 8. Extension of Bid Number P-13 18/19 for Apple Computer Products, Services, and Related Items to Apple Inc. 498**
- The Superintendent recommends that the Board of Education extend Bid Number P-13-18/19 awarded to Apple Inc. for the purchase of computer products, services, and related items from October 16, 2021 through October 15, 2022, paid from the General and Categorical Program funds, as well as Measure S funds.
- 9. Approval of Notice of Completion for Bid No. 214-20/21 with Century Paving, Inc. for Asphalt Project at Clark Magnet High School 500**
- The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 214-20/21 with Century Paving, Inc. for the asphalt project at Clark Magnet High School, funded by Measure S funds.
- 10. Approval of Notice of Completion for Bid No. 214-20/21 with Universal Asphalt Co., Inc. for Asphalt Project at Cloud Preschool 502**
- The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 214-20/21 with Universal Asphalt Co., Inc. for the asphalt project at Cloud Preschool, funded by Measure S funds.
- 11. Approval of the College and Career Access Pathways Partnership Agreement 504**
- The Superintendent recommends that the Board of Education approve the College and Career Access Pathways Partnership Agreement with Glendale Community College District.
- 12. Acceptance of Strengthening Career and Technical Education for 21st Century Act (Perkins V) Grant for the 2021-2022 School Year 532**
- The Superintendent recommends that the Board of Education accept \$210,228 in funding from Strengthening Career and Technical Education for the 21st Century Act (Perkins V) for the 2021-2022 school year.

**I. CONSENT - continued**

- 13. Approval of Agreement Between Glendale Unified School District and Capturing Kids' Hearts 535**
- The Superintendent recommends that the Board of Education approve an agreement between Glendale Unified School District and Capturing Kids' Hearts in the amount of \$24,500 to provide professional development trainings to GUSD site and District leadership focusing on students' social-emotional wellbeing and development.
- 14. Approval of Services Agreement with WindTree Education for Mountain Avenue Elementary School 544**
- The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Windtree Education in the amount of \$27,500, to be funded by the Expanded Learning Opportunities Grant, to provide coding and programming instruction and materials to students at Mountain Avenue Elementary School.
- 15. Approval of Services Agreement with California Dance Institute for Jefferson Elementary School 561**
- The Superintendent recommend that the Board of Education approve a Services Agreement between Glendale Unified School District and California Dance Institute in the amount of \$15,020, to be funded by the Expanded Learning Opportunities Grant, to promote social and emotional development through movement and dance at Thomas Jefferson Elementary School.
- 16. Approval of Services Agreement with Mindful Learning Center for Jefferson Elementary School 582**
- The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Mindful Learning Center in the amount of \$45,000, to be funded by the Expanded Learning Opportunities Grant, for tutoring and instructional support services for students at Thomas Jefferson Elementary School.
- 17. Approval of New Course of Study Outline for Philosophy 600**
- The Superintendent recommends that the Board of Education approve course of study outline (Philosophy) for Glendale High School in the area of Social Studies.
- 18. MOU for Renewal of Mental Health Services to Students Districtwide with Didi Hirsch for 2021-2022 613**
- The Superintendent recommends that the Board of Education approve the renewal of the agreement between Glendale Unified School District and Didi Hirsch for Mental Health Services to improve student functioning within an educational setting.
- 19. Ratification of Approval of Services Agreement Between Glendale Unified School District and Pathogen Response & Resource Alliance 618**
- The Superintendent recommends that the Board of Education ratify the approval of a Services Agreement between Glendale Unified School District and Pathogen Response & Resource Alliance for providing COVID-19 pathogen training not to exceed \$45,000.

**I. CONSENT - continued**

**20. Ratification of Approval of Services Agreement Between Glendale Unified School District and Hey Tutor, Inc. 633**

The Superintendent recommends that the Board of Education ratify the approval of a Services Agreement between Glendale Unified School District and Hey Tutor, Inc. for providing support personnel not to exceed \$250,000.

**21. Memorandums of Understanding with Glendale Teachers Association regarding Summer School Salary and Compensation 656**

The Superintendent recommends that the Board of Education approve two Memorandums of Understanding between Glendale Unified School District and the Glendale Teachers Association regarding Summer School Salary and Compensation.

**22. Acceptance of Gifts 660**

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

**J. REPORTS AND CORRESPONDENCE**

**1. Board**

**2. Superintendent**

**K. ADJOURNMENT**

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

INFORMATION REPORT NO. 1

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: **Proposed Revisions to Board Policy 3230 - Federal Grant Funds**

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This report will provide the Board of Education with information on the need to revise existing Board Policy (BP) 3230 (Federal Grant Funds) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

**BP 3230 - Federal Grant Funds**

CSBA Update March 2021  
Last GUSD Update: October 2016

The California School Boards Association (CSBA) has recently updated the language for Board Policy (BP) 3230 – Federal Grant Funds. Staff recommends that BP 3230 be updated using CSBA language to clarify and renumber requirements for the use and accounting of federal grant funds. The policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

The proposed revisions to this policy are presented to the Board for first reading. Should the consensus be to move forward, the policy will be on the September 14 Board meeting agenda for approval. Upon approval of the BP, revisions will be made to the accompanying Administrative Regulation as needed following the normal District process.

A copy of the proposed revised BP 3230 is attached to this report.

***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.***

Business and Noninstructional Operations

Federal Grant Funds

The Board of Education recognizes the District's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The District shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 2 CFR 200.0-200.521 and any stricter state laws and District policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the District's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in District accounts of each federal award received and expended and the federal program under which it was received.
2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR ~~200.327~~ and 200.328 and 200.329.
3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest.
4. Effective controls over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes.
5. Comparison of actual expenditures with budgeted amounts for each federal award.
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305.
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award.

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the District can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and



Business and Noninstructional Operations

Federal Grant Funds

conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The District shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

Legal Reference: Education Code, Sections 42122-42129  
Code of Federal Regulations, Title 2, Sections 180.220; 200.0-200.521;  
200.1-200.99; 200.100-200.113; 200.317-200.326; 200.327-200.329;  
200.333-200.337; 200.400-200.475; 200.500-200.521  
Code of Federal Regulations, Title 34, Sections 76.730-76.731  
Code of Federal Regulations, Title 48, Section 2.101

Policy Adopted: 12/04/1956 (BP 3210)  
Policy Amended: 06/16/1959; 09/01/1962

Policy Adopted: 04/02/1968 (BP 3230)  
Policy Amended: 02/19/1985; 07/19/1994; 02/04/2003; 10/18/2016; --/--/2021

Formerly BP 3210

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

INFORMATION REPORT 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: ACKNOWLEDGEMENTS OF SERVICE

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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. Baghdasian, Juliet Effective 6/11/21  
Cafeteria Worker I  
Wilson Middle School
2. Black, David Effective 8/16/21  
Engineering Teacher  
Clark Magnet High School
3. Cervantes, Bonnie Effective 9/03/21  
Coordinator II, Categorical Programs  
Special Projects
4. Chaldaris, Tanya V. Effective 6/12/21  
5<sup>th</sup> Grade Teacher  
Muir Elementary
5. Cooper, Martha Effective 6/11/21  
Assistant Physically Handicapped  
Cloud Preschool
6. Coria, Destiny Effective 7/14/21  
Psychologist  
Special Education

Resignations: - Continued

- |     |  |                   |
|-----|--|-------------------|
| 7.  | Covington-Hayes, Lawana<br>Special Education Teacher<br>Special Education              | Effective 8/13/21 |
| 8.  | Dilanian, Lara<br>Behavior Intervention Assistant<br>Special Education Department      | Effective 7/13/21 |
| 9.  | Grigoryan, Arus<br>Education Assistant I<br>Franklin Elementary School                 | Effective 7/02/21 |
| 10. | Han, Juyoung<br>Cafeteria Worker I<br>Clark Magnet High School                         | Effective 8/13/21 |
| 11. | Hayrapetian, Meghedi<br>Education Assistant I<br>Edison Elementary School              | Effective 8/15/21 |
| 12. | Hazarian, Lusine<br>Behavior Intervention Assistant<br>Special Education Department    | Effective 8/11/21 |
| 13. | Hovakemian, Emilia<br>Education Assistant ASES/RAP Site Leader<br>Wilson Middle School | Effective 8/17/21 |
| 14. | Hovhannisyan, Nare<br>Behavior Intervention Assistant<br>Special Education Department  | Effective 2/17/21 |
| 15. | Ibrayeva, Aigerim<br>Education Assistant I<br>Cerritos Elementary School               | Effective 8/17/21 |
| 16. | Karapetyan, Lusine<br>Education Assistant I<br>Keppel Elementary School                | Effective 6/11/21 |

Resignations: - Continued

- |     |  |                   |
|-----|--|-------------------|
| 17. | Knies, Sheena<br>English Teacher<br>Crescenta Valley High School                                 | Effective 8/06/21 |
| 18. | Mikel, Molly<br>Cafeteria Worker I<br>Crescenta Valley High School                               | Effective 7/16/21 |
| 19. | Morales, Marissa<br>Education Assistant Intensive Support<br>Special Education Department        | Effective 6/11/21 |
| 20. | Murillo, Lorena<br>Education Assistant I<br>Pacific Avenue Preschool                             | Effective 8/20/21 |
| 21. | Palour, Alina<br>Education Assistant I<br>Franklin Elementary School                             | Effective 8/09/21 |
| 22. | Sandoval, Esther Villegas<br>Behavior Intervention Assistant<br>Special Education Department     | Effective 8/16/21 |
| 23. | Sarkissian, Adrineh<br>Teacher Specialist<br>Roosevelt Middle School                             | Effective 8/12/21 |
| 24. | Sarreal, Omar<br>Education Assistant Intensive Support<br>Special Education Department           | Effective 8/31/21 |
| 25. | Sergile, Kara W.<br>Nurse<br>Student Services  | Effective 8/13/21 |
| 26. | Sloane, Joseph<br>1 <sup>st</sup> /2 <sup>nd</sup> Grade Teacher<br>Verdugo Woodlands Elementary | Effective 8/06/21 |

Resignations: - Continued

- |     |  |                   |
|-----|--|-------------------|
| 27. | Turner, Natalie<br>1 <sup>st</sup> Grade Teacher<br>Verdugo Woodlands Elementary | Effective 8/21/21 |
| 28. | Zakaria, Arpa<br>Behavior Intervention Assistant<br>Special Education Department | Effective 6/11/21 |

Retirements:

- |    |   |  |
|----|---|--|
| 1. | Angers, Kathy<br>English Teacher<br>Hoover High School                              | Effective 6/12/21<br>35 years of service           |
| 2. | Garabedian, Vartohi<br>Cafeteria Worker II<br>R.D. White Elementary School          | Effective 8/01/21<br>26 years, 4 months of service |
| 3. | Karamian, Hilda<br>Cafeteria Worker I<br>Glendale High School                       | Effective 6/15/21<br>29 years of service           |
| 4. | Teknedjian, Alis<br>Behavior Intervention Assistant<br>Special Education Department | Effective 8/08/21<br>12 years, 9 months of service |
| 5. | Winter, Judy B.<br>Nurse<br>Student Services  | Effective 8/16/21<br>10 years of service           |
| 6. | Wright, Joan<br>Education Assistant I<br>Dunsmore Elementary School                 | Effective 8/10/21<br>10 years, 7 months of service |
| 7. | Zakharian, Lianna<br>3 <sup>rd</sup> Grade Teacher<br>Marshall Elementary           | Effective 7/01/21<br>28 years of service           |

Revision to Previous Retirement:

Papazian, Armineh  
Multimedia Technology Assistant  
Marshall Elementary School

Effective 6/12/22  
31 years, 6 months of service

Change effective date to:

Effective 6/12/21

# GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

## ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Office of the Superintendent

**SUBJECT: Board Priorities for 2021-2022**

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The Superintendent recommends that the Board of Education approve its Board Priorities for 2021-2022.

As part of the overall planning process, the Board of Education establishes annual priorities that identify major focus areas for the District. On July 13 and August 13, 2021, Board members shared their individual priorities and together began identifying the common interests that will support the vision of “preparing our students for their future” and “excelling together with endless pathways for success.” The following Board priorities are being presented for final Board approval.

### **Overview**

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

### **Maximize Student Achievement**

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

### **Foster a Positive Culture of Learning**

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

### **Ensure the Health and Safety of GUSD Students and Employees**

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

Glendale Unified School District

Action Report No. 1

August 31, 2021

Page 2 of 2

**Maintain District Financial Responsibility**

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

Once approved, these priorities, which are prepared in conjunction with the Local Control Accountability Plan goals, will guide districtwide and individual school improvement efforts.



GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Karineh Savarani, Director, Financial Services

SUBJECT: **Resolution No. 1 - Gann Appropriations Limit for 2020-21 and 2021-22**

---

The Superintendent recommends that the Board of Education adopt Resolution No. 1 in conformance with the requirements of Article XIII-B (Proposition 4 of 1979/Gann Limit) of the State Constitution.

The Gann Amendment (Proposition 4, 1979) added Article XIII B to the State Constitution and placed limits on the growth in appropriations made by the State of California and local governments, including school districts. The essence of the Gann Amendment is that district appropriations, which are subject to limitations in each year, cannot exceed a computed appropriations limit, popularly called the Gann Limit. Each year, the computed appropriations limit is adjusted for inflation and changes in population (for school districts, population means changes in Average Daily Attendance). The annual inflation factor is the greater of the change in the Consumer Price Index or statewide per capita personal income and is provided to us by the California Department of Education (CDE).

In complying with Article XIII B of the State Constitution, the District must calculate its appropriations (Gann) limit for the budget year (2021-22). In addition, the District must recalculate the Gann Limit and appropriations for the prior fiscal year (2020-21) based on actual figures. The formulas for both calculations are provided by the CDE and included in the end of year Unaudited Actual software. The requirement to post the calculation in a public place fifteen days prior to adoption by the governing board was rescinded by AB 967. Although under current law, the computed Gann limit must be available for public review only on the date of the Board of Education meeting, in an attempt to accommodate any interested parties; Gann limit information for the District was posted on the bulletin board across from the Board Room on August 20, 2021.

As in previous years, the District's appropriation limit is within the limit authorized by state law.

***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.***

RESOLUTION NO. 1

RESOLUTION FOR ADOPTING THE “GANN” LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2020-21 fiscal year and a projected Gann Limit for the 2021-22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2020-21 and 2021-22 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2020-21 and 2021-22 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution, along with appropriate attachments to interested citizens of this District.

The foregoing resolution was adopted by the Governing Board of the Glendale Unified School District on the 31st day of August 2021.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Gregory S. Krikorian  
Clerk of the Board

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 3

TO: Board of Education  
FROM: Dr. Vivian Ekchian, Superintendent  
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer  
SUBJECT: **Approval of Agreement with The Service Companies**

---

The Superintendent recommends that the Board of Education ratify an agreement with The Service Companies for backup staffing as needed through December 31, 2021, for not-to-exceed amount of \$350,000 paid from COVID funds.

Staffing shortages are one of the biggest challenges facing most industries, including public education. For GUSD, two areas of critical need on the operations side of the district are custodians and food delivery drivers. GUSD has been filling these positions as quickly as possible, but due to a lack of applications, high turnover, and many types of leaves of absence there must be a backup to supply staffing as needed. CSEA leadership has been kept informed that this is only being done temporarily and is in no way intended to replace CSEA positions. The Service Companies' staff will comply with all of the same COVID-19 requirements as a GUSD staff member.

The initial term of the agreement will be through December 31, 2021 with a month-to-month option if needed thereafter, and can be terminated with a 90-day notice. At this time, we anticipate the need for 15-20 custodians and two drivers possibly through December 31, 2021 for an estimated not-to-exceed amount of \$350,000. There is no minimum guaranteed contract amount; the District only pays for services used. All costs will be paid from one-time COVID-19 funds.

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

## Staffing Services Agreement

This Staffing Services Agreement (this "Agreement") is made and entered into as of the <sup>23<sup>rd</sup></sup> day of August, 2021 by and between the Glendale Unified School District ("Client") for its campus facilities (collectively, the "Facilities") and The Service Companies, Inc., with an address of 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("TSC").

### 1. Purpose

Client hereby engages TSC, and TSC hereby accepts the engagement by Client, to assign certain of its employees ("TSC Employees") with the skills Client requests to do Client's work under Client's operational management ("Services"), subject to and in accordance with the terms of this Agreement.

### 2. Term

The initial term of this Agreement (the "Term") shall be four and a half months, commencing August 23, 2021 through December 31, 2021; month-to-month thereafter as needed through June 30, 2022; or unless either party gives written notice to the other party of its intent to earlier terminate this Agreement pursuant to the sections below.

### 3. Termination

- A. If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by 30 days' written notice to Contractor. If Client fails to pay any invoice when due, Contractor shall give Client written notice of nonpayment. Client shall be allowed ten (10) days to make full payment of the overdue invoice. In the event Client fails to make full payment of the overdue invoice within such 10-day notice period, Contractor may terminate this Agreement upon written notice to Client.
- B. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement, for any reason and without penalty, upon at least ninety (90) days prior written notice to the other party of such termination with no further obligation; provided, however, that in the event federal, state or local law (e.g., the WARN Act) ("Legal Obligations") would require TSC to provide a specific period of prior notice to employees of the termination of their employment with TSC resulting from a termination by Client pursuant to this section, then the effective date of termination and the notice period for termination shall be extended to such a date as shall be mutually agreed between the Parties sufficient to allow TSC to timely comply with such Legal Obligations.

### 4. Obligations of the Parties

- A. TSC will recruit, interview, test, screen, select, hire and assign employees, who, in TSC's reasonable business judgment are best qualified to perform services at the Facilities in the positions listed below in Section 8. TSC agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving TSC Employees, subject to Section 7.B. TSC will also ensure compliance with legally required pre-

employment obligations for TSC Employees to be assigned to the Client prior to their assignment. As the employer, TSC will (i) maintain all necessary personnel and payroll records for the TSC Employees; (ii) provide for liability insurance as specified below; and (iii) provide workers' compensation coverage in amounts as required by law.

- B. In connection with the performance of this agreement, TSC will comply with all laws, regulations, and orders to the extent applicable to TSC.
- C. The TSC Employees assigned to the Client under this Agreement shall remain employees of TSC. Under no circumstances shall Client or any Client Parties (as defined below) be deemed a "co-employer" with TSC regarding such assigned employees. TSC's employees shall not be entitled to participate in any Client employee benefit plans, including pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, stock purchase, severance pay and other similar plan, programs and agreements, whether reduced to writing or not.
- D. Client will provide adequate workspace for a TSC recruiter to conduct interviews and facilitate hiring. All TSC Employees will be screened prior to being hired. The screening process shall include, but not be limited to:
- 1) Completion of TSC's application, which shall provide for employment history and disclosure of criminal convictions.
  - 2) Completion of Form I-9. On the form, the employer must verify the employment eligibility and identity documents presented by the TSC employee and record the document information on the Form I-9.
  - 3) E-verify.
  - 4) Background check. Client will provide TSC employees Live Scan documents for background check with fingerprinting.
  - 5) TSC will ensure that all of its employees who will be working on Client's facilities have been fully vaccinated for COVID-19. TSC shall submit documentation to Client verifying that all of its employees who will be working on Client's facilities have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. In the event that an employee is not fully vaccinated, TSC will ensure weekly COVID testing for all such unvaccinated workers and will require a negative test result to remain on premises at the Facilities. Client's current system/provider for testing Client's own employees shall be made available for such weekly COVID testing of any unvaccinated TSC Employees and such testing shall be conducted at Client's cost.

TSC acknowledges that per Client requirements, the following candidates must be disqualified from assignment at the Facilities:

- a. Any applicant not passing background check;
  - b. Any applicant with facial tattoos
  - c. Any applicant with violations relating to California Penal Code § 290.46
- E. TSC agrees to familiarize the TSC Employees with any rules and expectations of the Client that are provided to TSC. All TSC Employees that are new hires shall attend an orientation to be conducted by TSC, as well as undergo training at the Facilities conducted by Client, which will cover proper use of all equipment, supplies, and chemicals and training. Any hours spent by TSC employees in training (but not orientation) shall be included in TSC's invoices as hours worked and payable by Client at the applicable rate. TSC employees who

are assigned to work at the Facilities will be held to the same standards and rules as employees thereof.

- F. Client shall be responsible for all training, personal protective equipment and compliance with all federal, state and local laws relating to occupational health and safety.
- G. Client shall promptly notify TSC of any material performance or behavior deficiencies of TSC Employees while at the Facilities. TSC agrees to immediately address any such material performance or behavior deficiencies, including verbal counseling, written warning (or other forms of progressive discipline) and termination, depending on the severity of the performance or behavioral deficiency. TSC agrees to remove any of its employees at Client's request for any lawful reason supported in fact. Each party agrees to assist and cooperate with any investigation initiated by the other party involving any TSC Employee provided to Client under this Agreement.
- H. Client recognizes the effort and expense incurred by TSC to recruit and train its employees. Accordingly, Client agrees that it will not, either directly or indirectly, hire or employ at the Facilities or elsewhere any employee of TSC, or person who was formerly an employee of TSC without TSC's permission during the term of this Agreement and for a period of twelve (12) months following expiration or earlier termination of this Agreement.
- I. Uniforms: TSC will provide uniforms for TSC Employees assigned to work at the Facilities.
- J. Cleaning Chemicals and Supplies: All laundry and cleaning chemicals, equipment and supplies, including PPE for TSC Employees, will be ordered and paid for by Client. Client agrees to provide MSDS information and documentation, or access to said information and documentation, regarding any and all chemicals it provides for use at the Facilities.
- K. TSC employees may use the Client's designated break area for employees for the purposes of breaks, meal periods, and meetings. TSC Employees will enjoy the same meal benefits as Client's employees, at the same prices offered to Client's employees.

## 5. Supervision

TSC will provide one supervisory-level operations manager who will be responsible for oversight and scheduling of the provision of Services at the Facilities, and will be the TSC direct point of contact for Client.

## 6. Insurance

Prior to commencement of this Agreement, TSC for shall provide Client with a certificate of Insurance evidencing the existence of valid and enforceable insurance policies as follows:

- A. Commercial General Liability coverage containing bodily injury and Facilities damage limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Such insurance shall name the Client Parties as additional insureds.

- B. Worker's Compensation insurance in accordance with the workers' compensation laws of the state(s) in which the services are being performed. In addition, TSC must carry \$1,000,000 for each accident, disease policy limit, and disease – each employee, and immediately report work-related injuries of TSC's employees to TSC's Provider and complete all required paperwork and reports.
- C. The above insurance coverages shall be placed with insurers that are authorized to do business in the state(s) where the services are being performed and with insurers that have at least an A-VI A.M. Best rating. All of the above insurance shall be in force prior to the commencement of any work performed and must be maintained without any lapse throughout the duration of the contract and during the period when any work is being performed. Consultant shall furnish Certificate(s) of Insurance reflecting all of the above coverages, and shall not be cancelled without at least thirty (30) days' prior notice of cancellation.
- D. Client shall maintain commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Client, including any vehicles operated by TSC employees in the course and scope of their assignment at the Facilities.
- E. The obligations of this Article 6 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

## 7. Indemnification

- A. TSC will indemnify, defend, and hold harmless the Client; and its board members, managers, members, principals, officers, directors, shareholders, employees, agents, successors, assigns and volunteers and any affiliated or subsidiary companies, corporations, partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, "Client Parties") from and against any and all liabilities, claims, judgments, losses, orders, awards, damages, expenses, reasonable costs, fines, penalties, costs of defense, and reasonable attorneys' fees (collectively, "Liabilities") to the extent they result from:
  - 1) The failure of TSC or any of its officers, employees (including its employees on assignment), agents, contractors and/or representatives (collectively, "TSC Parties") to comply with applicable laws, regulations, or orders;
  - 2) Any negligent act or omission or intentional misconduct on the part of any TSC Parties;
  - 3) Breach of any obligation of TSC contained in this Agreement; or
  - 4) Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any TSC's employees or, in the event of death, by their personal representatives; provided, however, that the foregoing indemnification obligations shall not apply to liabilities (a) to the extent caused by the negligence or intentional misconduct of Client or any of its officers, directors, shareholders, employees, agents, contractors, invitees subsidiaries and affiliates or (b) arising out of or resulting from the operation by a TSC employee of a Client vehicle while on assignment with Client.
- B. Client assumes and will indemnify, defend, and hold harmless TSC; and its managers, members, principals, officers, directors, shareholders, employees, agents, successors, assigns and volunteers and any affiliated or subsidiary companies, corporations,

partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, "TSC Parties") from and against any and all Liabilities with respect to claims for any and all injury, damages or losses or injury to any person by whomsoever such claims may be asserted, including specifically but without limitation, employees of TSC, employees of Client, and members of the general public arising out of or resulting from the use of TSC employees who are allowed to operate motor vehicles while on assignment with Client.

- C. The obligations of this Article 7 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted bylaw.

## 8. Prices, Payment and Billing

- A. Client agrees to pay TSC as per rates set forth in Exhibit A to this Agreement, with a total not-to-exceed amount of \$350,000 (based on the initial term of August 23, 2021 through December 31, 2021). TSC may, on occasion, increase the rates set forth above in proportion to any legally-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. In any event, on occasion, rates may be prospectively changed by TSC upon notice to Client. Any sales, use, value added, or similar taxes that apply to sales to Client will be added to Client's invoices as a separate item.
- B. Amounts payable under this Agreement will be billed weekly with payment due upon receipt of the invoice. Client should address payments to TSC Hospitality Services at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027. Any amounts unpaid after thirty (30) days from the invoice date will bear interest at the lesser of 1.5% per month or the maximum legal rate. Client will pay to TSC all of the reasonable expenses, costs and fees TSC incurs to collect overdue invoice payments from Client.
- C. Requested staff requires a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and Client will be billed for five hours. **Show-up:** In the event Client cancels the employee's assignment and the employee is already on his/her way to work, or at the location, the five hour minimum will be applied, and Client will be billed for five hours.
- D. All overtime worked by TSC employees will be paid to employees as required by federal, state and local statutes. Client agrees to pay TSC overtime rates for the performance of overtime work to the extent that a TSC employee's work on assignment to Client, taken alone, would legally require premium overtime pay and Client has scheduled, requested or approved the TSC employee to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as TSC is required to apply to the TSC employee's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.
- E. Paid sick time will be billed back to Client at the straight-time bill rate for all hours taken by any TSC employee in any jurisdiction that has passed or will pass paid sick time legislation.



## 9. Compliance and Laws

- A. TSC agrees that it shall not discriminate on the basis of 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, veteran status, 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. TSC affirms that it is an equal opportunity and affirmative action employer and it will comply with all applicable federal, state, and local laws governing employment, including, but not limited to, the California Fair Employment and Housing Act, the Fair Labor Standards Act; Executive Order 11246 and Amendment; the Vietnam Era Veterans Readjustment Act of 1975; the Civil Rights Act of 1964; the Equal Pay act of 1963, the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; the American with Disabilities Act; the National Labor Relations Act; and the Immigration Control Act of 1990. TSC shall also comply with Executive Order 13201, as amended, which is also administered by the OFCCP and all relevant rules, regulations and orders pertaining thereto. The employee notice clause and all other provisions of 29 C.F.R., part 470, are hereby incorporated by reference. TSC shall include the provisions of this Section in every subcontract or purchase order so that such provisions shall be binding upon each TSC, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.
- A. Because the Client controls the facilities in which the employees assigned by TSC will work, it is agreed the Client is primarily responsible for compliance with the Occupational Safety and Health Act, and regulations thereunder to the extent those laws apply to TSC's assigned employees, except as may otherwise be agreed to by the parties in writing.
- C. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any of TSC's assigned employees, the parties agree to cooperate in the prompt investigation and resolution of such complaint.

## 10. Independent Contractor

In its performance of this Agreement, TSC will at all times act in its own capacity and right as an independent contractor and nothing contained herein may be construed to make TSC an agent, partner, or joint venture of the Client. TSC shall not have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the Client. Neither TSC nor its employees will have any claim to the Client revenues from their work

## 11. Notices

Whenever, by the terms of this Agreement, notice, demand, or other communication shall or may be given, to either party, same shall be in writing and shall be sent by certified mail, postage prepaid, or shall be sent by private express carrier as follows:

If intended for the Client:  
Glendale Unified School District  
223 N Jackson Street  
Glendale, CA 91206  
Attn: Stephen Dickinson

If intended for the TSC:  
The Services Companies  
2900 Monarch Lakes Blvd, Suite 202  
Miramar, FL 33027  
Attn: CFO

## 12. Confidentiality

TSC acknowledges that it or its assigned employees may be given access to or acquire information that is proprietary or confidential to the Client or its affiliated entities and their Clients and customers ("Proprietary Information"). Any and all such Proprietary Information obtained by TSC and its assigned employees shall be deemed confidential and proprietary. TSC hereby agrees that Proprietary Information is confidential and shall not be disclosed to any other person except those reasonably assisting TSC with the services provided in this Agreement (and then only upon TSC making such person aware of the confidentiality restriction and procuring such person's agreement to be bound thereby). Upon termination of the Agreement, TSC agrees to return to Client, or destroy all Proprietary Information that was provided to TSC and TSC agrees not to retain any copy of such Proprietary Information provided to it and to instruct all persons and entities that have received a copy or copies of such Proprietary Information to immediately return such Proprietary Information to Client or destroy such Proprietary Information. Further, TSC agrees not to use or allow to be used any Proprietary Information for any purpose other than to perform the services contemplated by this Agreement.

## 13. 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.

## 14. 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 Client's administrative offices are located.

## 15. Miscellaneous

Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective. The paragraph headings throughout this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, the application of such term provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent of the law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without reference to any conflicts of laws principles thereof. In the event litigation is initiated to enforce any part of this Agreement, the prevailing party is entitled to recover the expenses of litigation, including reasonable attorney's fees. EXCEPT IN CASES INVOLVING A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL,

INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, EVEN IF IT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE DAMAGES WERE OTHERWISE FORESEEABLE; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state, or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

GLENDALE UNIFIED SCHOOL DISTRICT

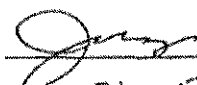
By:  8-19-21

Name: Stephen Dickinson

Title: CFO

GVSD Board ratification 8-31-21

THE SERVICE COMPANIES, INC.

By: 

Name: John E. Valdez

Title: Business development.



**THE SERVICE  
COMPANIES**

**Glendale Unified School District**

Glendale, CA

Date: 8/10/21

**HYBRID PROPOSAL**

<b>FIXED MONTHLY FEE</b>	
Operations Manager	\$5,416.67

<b>HOURLY BILL RATES X POSITION</b>	
<b>POSITION</b>	<b>BILL RATE</b>
Campus Attendants	\$28.80
Cafeteria Attendant	\$27.20
Administration Workers	\$32.00
Landscapers	\$27.20
Ground Keepers	\$28.80

<b>ADDITIONAL SPECIAL SERVICES</b>	
<b>POSITION</b>	<b>BILL RATE</b>
Utility Attendants (Graffiti Removal, Power Washing, Arena Disinfecting)	\$32.00
Covid Response Team	\$40.00
Box Truck Delivery	\$38.00

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Agreement with Healthcare IT Leaders for Contact Tracing**

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The Superintendent recommends that the Board of Education ratify an agreement with Healthcare IT Leaders for contact tracing services through February 28, 2022, for a not-to-exceed amount of \$204,000 paid from COVID funds.

Since the beginning of the pandemic to date, GUSD has done contact tracing for about 2,500 cases. With the full return of students in 2021-22, the need for contact tracing will likely be significantly larger. Contact tracing involves calling/emailing/texting the student/parent/employee that tested positive for COVID-19; interviewing for additional information including all known individuals that would be considered exposed contacts; providing instructions on quarantining/isolating; reporting to the LA County Department of Public Health as required; and providing data and assistance to the district. The contact tracers will be trained and certified through the Johns Hopkins Contact Tracing methodologies, and will be working remotely.

The District vetted several different companies and options. Healthcare IT Leaders has excellent references and created a flexible agreement. The initial term of the agreement has been set for six (6) months with a not-to-exceed amount of \$204,000. The agreement may be extended month-to-month as needed depending on the pandemic. Funding will be from the LACOE COVID-19 testing reimbursement funds and/or from other one-time COVID-19 funds.

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

Healthcare IT Leaders, LLC 925 North Point Pkwy, Ste 425  
Alpharetta, GA 30005

August 20<sup>th</sup>, 2021

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

### **Letter of Intent Managed Services Contact Tracing (the "LOI")**

Healthcare IT Leaders, LLC ("Healthcare IT Leaders"), and Glendale Unified School District ("GUSD") are currently discussing a potential service arrangement whereby Healthcare IT Leaders would provide GUSD with certain Contact Tracing administration related to SARS-CoV-2, the virus known to cause coronavirus disease 2019, as described in more detail in the draft statement of work attached to this LOI as Exhibit A (the "Proposed Contact Tracing Services"). Due to the lead time needed for Healthcare IT Leaders to (1) establish an appropriate Contact Tracing Program for GUSD. GUSD hereby authorizes Healthcare IT Leaders to begin work on the following efforts (the "Preliminary Services") per the applicable details for such Preliminary Services set forth within the draft statement of work attached to this LOI as Exhibit A (the "Statement of Work") and subject to the terms of this LOI in coordination with and with approval from GUSD personnel while the parties continue to negotiate the terms of a definitive Master Services Agreement and Statement of Work for the Proposed Testing Services (the "Definitive Agreements"):

- Policies and Procedures
- Technology and Reporting
- Support Team Staffing Activities

### **Other Terms**

Fees and Payment Terms. Glendale Unified School District will pay Healthcare IT Leaders an amount not to exceed \$204,000 for a 6-month Contact Tracing Service (not including Voyage minutes and other services, if needed) for performance of the Preliminary Services. GUSD shall make payments to Healthcare IT Leaders for undisputed fees earned on Preliminary Services properly performed hereunder within thirty (30) days after GUSD's receipt of Healthcare IT Leaders' properly submitted invoice.

Performance of Preliminary Services. Healthcare IT Leaders shall, and it shall cause its personnel, affiliates and subcontractors to, perform the Preliminary Services in a professional and workmanlike manner consistent with the degree of care, skill, and diligence as is ordinarily exercised by a professional laboratory and testing provider under similar conditions and circumstances, as well as with prevailing scientific, professional and industry standards, and in accordance with all applicable laws.

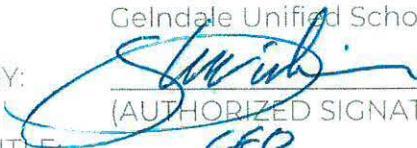
Termination of LOI and Preliminary Services. This LOI does not constitute a legally binding agreement between the parties with respect to the Proposed Contact Tracing Services or




an offer or a commitment to enter into the Definitive Agreements or another legally binding agreement with respect to the Proposed Testing Services. Any agreement between the parties with respect to the Proposed Testing Services is subject to, among other things, authorization and approval by the parties' respective senior management and/or authorized signatories, and negotiation, execution and delivery of the Definitive Agreements. Either party may at any time prior to the execution and delivery of the Definitive Agreements immediately terminate this LOI and/or all or any part of the Preliminary Services, with or without cause, upon written notice to the other party. In the event this LOI or any of the Preliminary Services is terminated pursuant to this paragraph, Healthcare IT Leaders shall be compensated for the Preliminary Services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of GUSD. GUSD shall have no liability to Healthcare IT Leaders for the Preliminary Services, the Proposed Contact Tracing/Vaccine Verification Services or the Definitive Agreements under negotiation beyond the date of termination.

### Approvals

This LOI will immediately terminate and be of no further force or effect upon the execution and delivery by both parties of the Definitive Agreements and all Preliminary Services will become subject to the terms and conditions of the Definitive Agreements upon such execution and delivery thereof. Both parties warrant and represent that they have authority to execute this LOI on behalf of their respective organizations and bind them to the obligations set forth herein.

Gelndale Unified School District  
BY:   
(AUTHORIZED SIGNATURE)  
TITLE: CFO  
DATE: 8-24-2021

Healthcare IT Leaders, LLC  
BY:   
Bob Bailey (Aug 24, 2021 16:17 EDT)  
(AUTHORIZED SIGNATURE)  
TITLE: Managing Principal  
DATE: 08/24/2021

GUSD Board approval 8-31-21

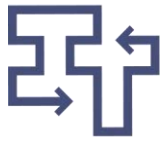


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Exhibit A

Draft Statement of Work

(See attached.)



**HEALTHCARE**  
IT LEADERS

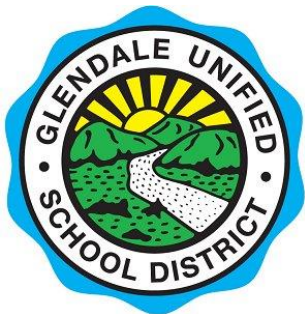
August 24, 2021

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Statement of Work for

# COVID-19 Contact Tracing Solution

Submitted to



## Glendale Unified School District

*Submitted by:*  
Kishan Jay  
(650)-676-5422

<https://www.healthcareitleaders.com/>

925 North Point Pkwy, Suite 425  
Alpharetta, GA, 30005

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# Executive Overview

## About Healthcare IT Leaders



Healthcare and IT is our focus – all day, every day. Our mission is to improve patient / employee / student care through world-class consulting and workforce solutions. We are a KLAS-rated national provider of IT consulting and workforce solutions for health systems, corporations, universities and K-12. Experience, quality, and service are hallmarks of our brand, reflecting the values of a management team drawn from industry-leading companies that include Deloitte, Accenture, Randstad, Epic Systems Corporation, and Cerner Corporation.

We provide experienced technology talent and subject matter experts to meet the comprehensive enterprise IT needs of our clients. Areas of focus include COVID Advisory, Testing, Tracing, Vaccine Verification, EMR, ERP, RCM, CRM and PMO, and our primary services include:

- Implementation
- Advisory Services
- Project Management
- Go Live and Training
- Staff Augmentation
- Integration
- Analytics
- Optimization
- Interoperability
- Legacy Support



Representative customers include but are not limited to Unilever, Lonza, BD (Becton Dickinson), Northwestern University, Cleveland State University, Scripps College, Georgia State University, Modesto City Schools, Providence, Scripps Health, Cleveland Clinic, San Francisco Department of Public Health, Catholic Health Initiatives, Children's Hospital of Atlanta, and NYC Health + Hospitals, among others.

Our firm is based in Atlanta, GA with local offices and associates nationwide. We employ over 600 individuals, including over 500 clinical and IT consultants on current engagements. We are recognized as a high-growth employer that values strong customer and employee relationships.

Recent industry accolades for Healthcare IT Leaders include:

- KLAS-rated for HIT Implementation and Staffing Services, 2017, 2018, 2019, 2020 and Business Solutions 2018, 2019, 2020 (Category Leader)
- Ranked on the Healthcare Informatics 100, list of the largest health IT companies in the U.S., 2018
- Ranked on FORBES list of America's Best Professional Recruiting Firms, 2017, 2018

- Principal Bob Bailey named a top influencer on the Staffing 100 list compiled by Staffing Industry Analysts, 2017
- INC 5000 list of Fastest Growing Companies, 2015, 2016, 2017, 2018, 2019
- Fastest Growing U.S. Staffing Companies, Staffing Industry Analysts, 2016, 2017, 2018, 2019
- Named a Best Staffing Firm to Work For, Staffing Industry Analysts, 2013, 2017, 2018
- Best Places to Work in Atlanta, Atlanta Business Chronicle, 2013, 2014, 2018



## General Description of Services

Healthcare IT Leaders will provide certified Contact Tracer staffing and a FERPA & HIPAA compliant Case Management / Contact Tracing platform to support Glendale Unified School District's ("District") Return to School strategy that includes the deployment of a Contact Tracing Support Center. Each Contact Tracer supplied by Healthcare IT Leaders will be trained and certified in Johns Hopkins Contact Tracing methodologies and will have experience with case management applications. Healthcare IT Leaders will follow a people, process, and technology approach to delivering services, that include:

### People

- On-demand staffing as required by the contact tracing volumes
- Workforce Management dedicated remotely
- Organizational Design to ensure a seamless fit into the District's culture.

### Process

- Security and Privacy focused based on HIPAA and FERPA regulations
- Contact Tracing Workflow Automation
- Contact Tracing Process Design
- Contact Center governance and operations

### Technology

- Call Center platform for out-bound and in-bound calling
- Secure e-mail messaging
- CRM and Case Management Portal for all contact tracing activities

## Scope of Services

The solution delivered by Healthcare IT Leaders is detailed below. As new features are identified, they will be scoped, prioritized, and agreed upon between Healthcare IT Leaders and the Client through an additional statement of work.

Healthcare IT Leaders will implement a web-based technology solution on the Salesforce platform that includes the following baseline features. Healthcare IT Leaders will provide warranty support as well as a support and maintenance scope of services identified below.

Investigated Individuals	Description
PUI (Person Under Investigation)	An individual who is a lab-confirmed case of COVID-19.
Exposed Contact	Identified by a PUI as someone with whom they have come into direct contact while they were symptomatic.
Self-Registered Contacts	Individual who has self-registered for tracing through the public-facing symptom tracker web form.

Healthcare IT Leaders brings experience and domain knowledge expertise in COVID-19 contact tracing. The tables below illustrate the Contact Tracing and COVID-19 tracking services in scope for this Statement of Work.

Features	Description	Assumptions
Case Management	Manage interactions, touchpoints, and cases across all contact tracing related activities for PUIs and Exposed Contacts.	Configuration of standard Salesforce case management capabilities.
Omni-channel	<p>Manage different sources of inbound cases or inquiries to feed contact tracing representatives appropriate queue list of interactions or cases to prioritize and work.</p> <p>Omni-channel allows routing work from multiple sources including web forms, email, IVR optionally including NLP Processing, and SMS. These channels enable the ability to route and prioritize items by source, agent skill, priority,</p>	<p>Configuration of standard Salesforce case omni-channel capabilities. Flexibility in criteria for the number of skills or categories to prioritize omni-channel case distribution.</p> <p>Healthcare IT Leaders will provide voice and SMS/Texting to interact with the PUI and exposed contacts. Other options for communicate can be configured as need via the Twilio Flex platform.</p>

	demographic information, and types of interactions.	
Case Queue Management	Manage case worklist queue as they flow through the business processes that drives workflow activities and escalation processes.	Configuration of standard Salesforce case management capabilities. Flexibility in using a queue at a group or individual case assignment.
Contact Center with Telephony System	Enable a virtual contact tracing that provides flexible capability for the District to manage a gradual ramp up of contact tracing representatives to conduct contact tracing and COVID-19 related inbound or out-reach activities.	Configuration of standard Salesforce Computer Telephony Integration (CTI) capabilities to configure and connect with Twilio telephony/IVR systems.
Contact Tracing Scripts	Manage and publish scripts in a simple manner that any contact tracing representatives can ramp up fast with minimal training to conduct contact tracing.	Flexibility for the District in script definition, revision, and configuration as it learns and adjusts to the evolving contact tracing needs. We have scripts ready for production service and will review with the District and adjust as required.
Web to Case	Enable the District to contact or inquire via web form that generates cases and follow a defined set of workflow processes to meet business needs.	Configuration of standard Salesforce web to case feature. Flexibility in branding the web component to meet the District design guidelines.
SMS to Case	Enable SMS to case for specific SMS messages that meet the District's escalation criteria and require review and/or response by Contact Tracing Representative or other personas. SMS cases will be routed to a queue.	Configuration of standard Salesforce and SMS to case features.
Case Comments	Manage case comments for internal purpose to ensure notes are captured to drive transparency and accountability.	Configuration of standard Salesforce case comments.
Workflow and Notifications	Manage set of templates, workflow rules, and notification alerts to drive business processes. Ability to send automated or manual emails or alerts to parties involved within cases. Any emails generated	Configuration of standard Salesforce email templates, workflow rules, and alerts capabilities.

	<p>within cases to enable responses by contacts as part of case history</p> <p>Defining and designing workflows between system and staff operations roles between organizations.</p>	
User Experience	<p>Enable simple, clean, and persona-based User Experience (UX) across all facets of the contact tracing and contact tracing features. Any external facing branded portal will enable intuitive UX and interface.</p>	<p>Configuration of standard Salesforce Lightning Web Component (LWC) to enable simple User Experience for all students that access to public facing web portal.</p>
Operational Reports and Dashboard	<p>Manage day to day operational reports and dashboard that enables contact tracing representatives, supervisors, District end-user population, and District leadership for insights to make decisions and manage workflows.</p>	<p>Configuration of standard Salesforce reports and dashboard. Flexibility in the number of reports and dashboards needed for the District</p>
Future Case Management Expansion	<p>Healthcare IT Leaders stands ready to work with the District's IT staff to expand on the future case management platform requirements</p>	<p>We will work with the District's IT team to discuss future expansion of the SF Case Management platform for additional integration. (If Necessary)</p>

## Deliverables

Healthcare IT Leaders will provide its solution for contact tracing, which is the process of identification of persons who may have come into contact with an infected person ("contacts") and subsequent collection of further information about these contacts.

Contact Tracing
<p>Healthcare IT Leaders will intake any positive District student / staff into the Salesforce case management system, PUI records will be created in Salesforce for Contact Tracers to conduct outreach.</p>
<p>Allow Case Investigators to collect details about PUI self-monitoring ability and details about their Exposed Contacts as part of PUI clinical outreach.</p>
<p>Case Investigator can collect details about the PUI's relationship with the Exposed Contact:</p> <ol style="list-style-type: none"> <li>1. Staff</li> <li>2. Other Students</li> </ol>



When a PUI provides Exposed Contacts' information, flag the Exposed Contact.
Establish a relationship between PUI and Exposed Contact.
Request consent and notification preferences of Exposed Contact.
Show list of Exposed Contacts in the PUI's individual record.
Show PUI in the Exposed Contact's individual record.
An Exposed Contact can have more than one PUI associated to them and vice versa.
PUI cannot consent on behalf of an adult Exposed Contact unless they are their caretaker or guardian.
Case Investigator and Contact Tracing Representatives should have access to PUI and Exposed Contact data in order to conduct appropriate investigation, monitoring, and tracing.
If more details are required of Exposed Contact, call, or send SMS request for more information after consent is provided.
Administrators can pull: <ol style="list-style-type: none"> <li>1. A list of only Exposed Contacts</li> <li>2. A list of Contacts at Risk</li> <li>3. A list of a PUIs and their Exposed Contacts</li> </ol>

### Training and Enablement:

Baseline Feature	Description	Assumptions
Organization Readiness & Training Plan	Organization readiness assessment and detailed Training Plan including timeline, milestones, action items and responsibilities.	Healthcare IT Leaders will conduct an organization readiness assessment to determine readiness of stakeholders to successfully adopt, own, and sustain the upcoming implementation and build a Training Plan with the results.
Communication Strategy	Advise on internal and external communication templates to be used by the District along with proper approval protocol	Partnership with the District and their communication teams to define cadence in the approval Process.
Weekly Architecture Checkpoint	Flag a certain design approach for the weekly architecture checkpoint so that the architecture team are aware of requests and make informed decisions.	Ongoing technical exposure and knowledge transfer for the District core technical staff within the project.

## Security and Permissions:

Features	Description	Assumptions
Salesforce Shield	Event monitoring, field audit trail and platform encryption.	Compliance with both PII and HIPAA rules for storing sensitive, confidential, or proprietary data. Healthcare IT Leaders to ensure the configuration for privacy and confidentiality of that data.
Security & Permissions	<p>Security plan to encompass Internal Users, External Users, and public data access.</p> <p>Internal Security users will be supported using Salesforce Profiles and Permission sets with Sharing rules to control record access.</p> <p>External data access will be provided through Salesforce lightning communities.</p>	<p>Configuration of standard Salesforce profiles and permission.</p> <p>Healthcare IT Leaders will build record level access per business requirements leveraging sharing rules, without apex sharing.</p> <p>Healthcare IT Leaders will provide 1 profile and sharing set per community to provide access to externally authenticated users.</p>
User Administration	Provision access to Salesforce environments for the District Contact Tracers and clinical personas.	

### Hours of Coverage:

- Monday – Friday: 7:00 AM – 7:00 PM PST
- Saturday – Sunday: 9:00 AM – 2:00 PM PST

### Dates of Coverage:

- Initial Term is Six (6) Months from when the platform and program goes live with GUSD approval.
- August 27, 2021 – February 28, 2022 (Will switch Month-to-Month after February 28, 2022)

## Professional Fees and Arrangements

District agrees that the below totals represent Healthcare IT Leaders' commercially reasonable efforts to accurately determine the labor and expenses required to perform the defined project based on currently available information and are subject to change unless noted otherwise.

### Contact Tracing – Baseline Support Tier

Service Type	Baseline (Individuals / Month)	Engagement Period (Months)	Service Price / Month	Estimated Service Price
One Time Implementation Fee				—\$12,000
Contact Tracing Services, SF Platform & Twilio Omni-Communication*	1,000	6	\$ 34,000	\$ 207,000

\* In the event District goes over the contact baseline, they will be charged a \$29 overage rate per investigated individual.

Healthcare IT Leaders has waived the One Time Implementation Fee as a result of the District committing to an engagement term greater than six (6) months. Upon completion of the initial six (6) month term the engagement will transition to a month-to-month auto-renewable contract until a cancellation notice from GUSD is received.

These Rates are Inclusive of:

- Technical PM
- Standalone Contact Tracing & Case Management Platform
- Reporting Build
- Initial Training & Ongoing Quality Assurance

### Optional Services

Service	Price
Vaccination Tracking + State Registry Verification	\$ 7 / User
Voyce Translation Services	\$1.50 / Minute
Nurse Triage Line	TBD

\*All Optional Services and Product Rates will only be activated if GUSD indicates to Healthcare IT Leaders that there is a need for additional services or product. The rates are based on projected needs that have been discussed in meetings with the GUSD.

## Change Control

Should project objectives or requirements exceed the defined deliverables identified in this Statement of Work, all parties will utilize the Change Control process to refine additional time, cost, and schedule impact to meet proposed workloads/deliverables and time frames. As such situations occur, each change will be documented, and if such change is deemed to alter the time required to complete the project or its cost, the change will be acknowledged by both parties, and the cost and or time estimates updated accordingly by both parties' acceptance. All noted changes must be formally accepted prior to executing the change.

## Approvals

This Statement of Work is subject to the terms and conditions of the Healthcare IT Leaders, LLC Master Services Agreement, which is hereby ratified and confirmed by the parties. In the event of a conflict, provisions of this Statement of Work will take precedence. Both parties warrant and represent that they have authority to execute this Statement of Work on behalf of their company and bind them to the obligations.

### Glendale Unified School District

### Healthcare IT Leaders, LLC

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## MASTER SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the “Services Agreement”) is made effective as of August 18th, 2021, by and between Healthcare IT Leaders, LLC, a Georgia corporation, with offices at 925 North Point Parkway, Suite 425, Alpharetta, GA 30005 (“Healthcare IT Leaders”), and Glendale Unified School District. (“Client”) with offices at 223 N Jackson St, Glendale, CA, 91206. The parties agree as follows:

### 1. Definitions.

(a) “**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Healthcare IT Leaders or Client.

(b) “**Confidential Information**” means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information. Without limiting the foregoing, Healthcare IT Leaders expressly acknowledges that it will have access to sensitive information about Client’s personnel, including without limitation their name, address, contacts, employment, past, present, or future physical or mental health or condition. All of the foregoing subset of Confidential Information is referred to as “**Personal Data**” and includes “Protected Health Information” as that term is defined under HIPAA. Under no circumstances does Healthcare IT Leaders acquire any right, title, or interest in or to any Personal Data. Healthcare IT Leaders is not responsible for outside laboratory testing facilities, to the extent permitted by law, that retain the right to analyze deidentified data (i) for public health purposes in partnership with the Department of Public Health or other public health authorities and (ii) as required for compliance with Applicable Law, including but not limited to CLIA. Client Confidential Information shall also include access credentials that may be granted to Healthcare IT Leaders, its personnel and/or Resources to access Client systems.

(c) “**Discloser**” means the party providing Confidential Information to the Recipient.

(d) “**Effective Date**” means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) “**Equipment**” means the hardware and systems software configuration on which Healthcare IT Leaders supports.

(f) “**Intellectual Property Rights**” means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks, and service marks (including, where applicable, all derivative works of the foregoing).

(g) “**Potential Breach**” means the acquisition, access, use, disclosure, alteration, exfiltration, or destruction of Personal Data not expressly permitted hereunder and as otherwise proscribed by Applicable Laws.

(h) “**Resource**” means all Contractor employees, agents, and subcontractors to provide the services described in accordance with the terms and conditions of this Agreement.

(i) “**Recipient**” means the party receiving Confidential Information of the Discloser.

(j) “**Residual Knowledge**” means ideas, concepts, know-how or techniques related to the Discloser’s technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(k) “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Personal Information or other Confidential Information of Client or any of its personnel receiving the Services or interference with system operations in an information system.

(l) “**Services**” means but not limited to, the advisory, consulting, information technology, managed, testing, or software-related professional services that Healthcare IT Leaders will provide Client as contemplated under this Services Agreement and/or any Statement of Work.

(m) “**Statement of Work**” has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

(n) **Unsecured Protected Health Information.** In accordance with 45 C.F.R. § 164.402, the term

unsecured Protected Health Information shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

## 2. Services.

(a) Statements of Work. Healthcare IT Leaders will provide Client with Services as set forth in one or more mutually agreed to and signed statement(s) of work which shall contain without limitation, a description of the Services and the Services fee(s), each a "Statement of Work") in a form mutually agreeable to the parties. An example of such a Statement of Work is annexed hereto. The parties agree that Statements of Work may not be complete statements of Services required by Client and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Statement of Work. At Client's request, the Statement of Work may include an estimate of charges for the Services, but such estimate shall not be binding on Healthcare IT Leaders or convert the Statement of Work into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for each hour worked, and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Healthcare IT Leaders' current rates applicable to Client (i.e., the rates applicable to Client as of the effective date of the Statement of Work) for the resources specified; Healthcare IT Leaders is under no obligation to perform any Services other than pursuant to a Statement of Work. Notwithstanding the foregoing, if Healthcare IT Leaders performs Services at the direction of Client and the parties have not signed a Statement of Work for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Healthcare IT Leaders' then-current labor rates for such Services shall apply. Prices for any Equipment or Testing Supplies are subject to change without notice from 3<sup>rd</sup> Parties and Healthcare IT Leaders is not liable for delays due to 3<sup>rd</sup> Parties inability in meeting tests kit availability, test processing demand, or price changes. Healthcare IT Leaders may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Healthcare IT Leaders will remain primarily liable for its and its Contractor's compliance with the terms of this Agreement.

(b) Conditions On Providing Services. Client will assign a project manager who will assume responsibility for management of the project for which the Services are provided. Client will establish the overall project direction, including assigning and

managing the Client's project personnel team. Client will provide Healthcare IT Leaders with such facilities, equipment, and support as are reasonably necessary for Healthcare IT Leaders to provide Services, including remote access to Equipment or Client's systems where necessary. Subject to the terms and conditions of this Services Agreement, Healthcare IT Leaders grants Client a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Client's own, internal computing operations. Healthcare IT Leaders' "Resources" will comply with Client policies including our health requirements.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Statement of Work, Client will use reasonable efforts to provide staffing requests in advance to increase the likelihood that the request can be filled for the start date requested. For COVID-19 related services, Client will provide staffing requests at least two (2) weeks in advance of Start date. Healthcare IT Leaders testing services will not start any sooner two (2) weeks from time shift schedules are confirmed and all Client testing location(s) CLIA requirements are met. Healthcare IT Leaders is not responsible for any delays in testing due to Client location(s) CLIA certification processing requirements or delays. Client's failure to provide timely information, qualified personnel (i.e., Lab Director), and fulfill Client obligations required by CMS to meet CLIA requirements may cause significant delays to the test schedule(s) and also result in CMS fines or CMS termination of the Client's ability to perform testing at location(s). While it is possible to secure staffing within this time frame (and Healthcare IT Leaders will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Client and Healthcare IT Leaders have scheduled a specific time during which Healthcare IT Leaders will provide Services under the terms of this Services Agreement and/or a Statement of Work, Client will be pay undisputed invoices for Services and for pre-approved expenses. No expenses will be reimbursed unless authorized expressly in an SOW or otherwise approved in advance in writing by Client.

(d) In addition to any other obligations of Healthcare IT Leaders set forth herein or in any SOW, the Services to be performed by Healthcare IT Leaders include: (i) managing all aspects of the set-up of all equipment required by Healthcare IT Leaders to perform the Services, (ii) managing all aspects of the Services to be provided, (iii) hiring, paying and maintaining sufficient, duly qualified staff, employees, on-call staff, medical, or other personnel ("Personnel")

to perform the Services in accordance with the terms of this Agreement, including but not limited to hiring all appropriately trained Personnel and (iv) data reporting with such detail as required by Client with regard to all Services rendered and all test results. Healthcare IT Leaders will be responsible for ensuring that all Services are performed in good faith and in compliance with Client's Policies and Procedures and all applicable laws, including without limitation OSHA requirements (Client will provide any special attire, ear protection, and safety briefings, etc., as required), state and federal laws applicable to the Services, HIPAA, and CDC Guidelines (the "Applicable Laws").

### **3. Payment and Taxes.**

(a) Payment. Unless otherwise stated in the applicable Statement of Work, Healthcare IT Leaders will invoice Client for all Services and applicable charges every 30 days, as Healthcare IT Leaders renders the Services or Client incurs the charges, as applicable. Client will also reimburse Healthcare IT Leaders for actual travel and living expenses that Healthcare IT Leaders incurs in providing Client with Services under this Services Agreement, with reimbursement to be on an as-incurred basis in accordance with Client's or Client's customer's expense policy. Client will also reimburse Healthcare IT Leaders for all charges incurred in connection with accessing Equipment or Client's systems, if any. Client will issue a Purchase Order of a Letter of Intent to pay each Healthcare IT Leaders invoice for COVID-19 related Test Equipment, Test Kits, Testing related supplies based upon Net Zero (0) terms of the receipt date of invoice. For COVID-19 testing and implementation related Services, Client will also include fifty percent (50%) of the total fees within the PO or Letter of Intent in advance for all Services and Client will pay the first invoice upon Net Zero (0) terms upon the receipt of invoice and future Healthcare IT Leaders invoices within thirty (30) days of the receipt date of invoice. All payments will be made via Automated Clearing House (ACH) per onboarding documentation provided by Healthcare IT Leaders. Late payments, except to the extent disputed in good faith, are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Client is responsible for paying all taxes (except for taxes based on Healthcare IT Leaders' net income, or capital stock) relating to this Services Agreement, and any Services provided, and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Statement of Work. In each instance, Healthcare IT Leaders will invoice Client for

applicable tax amounts and such invoices are due upon Client's receipt thereof.

### **4. Limited Warranty and Disclaimer of Warranties.**

(a) Limited Services Warranty and Remedy for Breach. Healthcare IT Leaders warrants to Client that, for the period beginning on the specific date of performance of a Personnel Resource of the applicable Statement of Work and continuing for the first two (2) weeks of the completion of Services (warranty period) pursuant to that Statement of Work, the Healthcare IT Leaders Personnel Resource will render all Services under such Statement of Work in accordance with best industry practices, and in compliance with all Applicable Laws, and to Client's satisfaction. If Client notifies Healthcare IT Leaders of any objection to any Personnel Resource provided by Healthcare IT Leaders, Healthcare IT Leaders shall replace the Personnel Resource at Client's request at no additional cost. Healthcare IT Leaders will work with Client to fill the assignment with a qualified replacement Personnel Resource as quickly as possible. If despite its reasonable efforts, Healthcare IT Leaders is unable to provide Client with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Client may terminate the Statement of Work pursuant to which the services were performed and Healthcare IT Leaders will not charge or will refund all amounts paid for the Services being terminated that were performed during the warranty period for the specific Personnel Resource. This remedy is exclusive and is in lieu of all other remedies, and Healthcare IT Leaders' sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Healthcare IT Leaders is Healthcare IT Leaders and each of its Resources have made, obtained and/or holds (as applicable), and at all times throughout the term will continue to make, obtain and/or hold (as applicable), all permits, licenses, consents, approvals, authorizations of, or registrations, declarations, or filings with, any Governmental Authority necessary for the provision of the Services (collectively, "Permits"). Healthcare IT Leaders and its Personnel are not, and during the Term shall not be, in violation or default of any of the Permits, and no such Permits are or shall be subject to any pending or threatened revocation, suspension or termination process or proceedings by any Governmental Authority. Without limiting the foregoing:

(i) Each Resource shall at all times during the Term as required, (A) hold a current and valid unrestricted license to practice Medicine and any



other licenses, permits or certifications necessary under Applicable Laws to perform the Services; (B) be trained and appropriately experienced in the practices and procedures necessary to competently perform the Services; (C) comply with all Applicable Laws; and (D) provide the Services in accordance with best practices and with the skill, knowledge and experience customary for comparable licensed professionals.

(ii) Healthcare IT Leaders and/or Personnel have disclosed and will disclose to Client the following matters, whether occurring at any time prior to or during the Term:

(1) any denial or withdrawal of an application, or any suspension, revocation, exclusion or debarment of Healthcare IT Leaders or any Resource, with respect to any state licensure, medical staff privileges at any hospital or other health care entity or facility, board certification or re-certification, participation in any third party payment program (including Medicare, Medicaid and other federal health insurance programs), state or federal controlled substances registration, or malpractice insurance.

(iii) In connection with the provision of Services shall use the equipment, instruments, pharmaceuticals and supplies for the purposes for which they are intended and, in a manner, consistent with sound medical practice.

(c) Background Checks. Healthcare IT Leaders shall conduct background checks and sanctions screening of its Resources, contractors, and vendors.

(d) Software. To the extent Healthcare IT Leaders provides or uses any software or systems in connection with any Services, (1) any such use is in compliance with the applicable contractual agreements between Healthcare IT Leaders and the relevant third-party licensor or supplier (if any); and (2) Healthcare IT Leaders warrants that all such software is in compliance with Applicable Laws, including, but not limited to, HIPAA.

(e) Disclaimer of Warranty. The limited warranty in warranties in this Section 4(a) is made to Client exclusively and is and Section 5 are in lieu of all other warranties. **HEALTHCARE IT LEADERS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY STATEMENT OF WORK, IN WHOLE OR IN PART. HEALTHCARE IT LEADERS EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. HEALTHCARE IT LEADERS EXPRESSLY DOES NOT WARRANT**

**THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.**

**(f) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CLIENT HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

(g) Compliance with Law: Healthcare IT Leaders agrees that it will in relation to performance of Services required under any Statement of Work comply with all Application Laws.

#### **5. Confidential Information; Security Incident.**

(a) Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item or such period mandated by Applicable Law, whichever is longer. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

Without limiting the foregoing, Healthcare IT Leaders shall:

(i) use or disclose Personal Data no further than is permitted or required by this Agreement or Applicable Law;

(ii) use appropriate safeguards, and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of information other than as provided for by this Agreement;

(iii) immediately report to Client any use or disclosure of Personal Data which is not expressly permitted hereunder, including without limitation any breaches of unsecured Protected Health Information as required by 45 C.F.R. § 164.410;



(iv) where required by Applicable Law, make available Personal Information should a client personnel who receive Services hereunder request such access within five (5) calendar days from the date of the individual's request; and if such request is made to Client, provide such information to Client within five (5) calendar days of a request to enable Client to respond to any such request:

(vi) correct any Personal Data as requested by the subject individual within five (5) calendar days from the date of the Individual's request, or correct such information when so directed by Client pursuant to an individual's request within five (5) days of direction to do so from Client;

(vii) make information with respect to Protected Health Information required to be included in an accounting of disclosures available pursuant to 45 C.F.R. § 164.528; should an Individual request such accounting or provide the same to Client to respond to such a request from the individual, in each case, within five (5) days;

(viii) enter into written contracts with any Contractors and Resources, that create, maintain, transmit or process any Personal Data on behalf of Healthcare IT Leaders requiring all such Contractors, Resources and to comply with the requirements of this Agreement, including without limitation this Section 5;

(ix) upon prior written request, time and manner designated by Client, make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Personal Data to Client for purposes of enabling Client to determine Healthcare IT Leaders' compliance with the terms of this Agreement:

(x) when required by Applicable Law to report to the CDC or to other governmental or health officials the results of any Services, to provide only the minimum necessary Personal Data required by such Applicable Law; and

(xi) at all times, that Healthcare Leaders retains any Personal Data, use best efforts to establish, maintain and enforce policies and procedures for mitigating and to mitigate, to the greatest extent practicable, any harmful effect that is known to it from any Security Incident, violation of HIPAA or any other Applicable Laws.

(b) To the extent Healthcare IT Leaders may create, receive, maintain, process or transmit Personal Data pursuant to the Services, Healthcare IT Leaders warrants that it shall at all times implement, maintain and enforce administrative, physical, and technical

safeguards that appropriately protect the confidentiality, integrity, and availability of the Personal Data; and (ii) shall ensure that any Contractor and/or Resource, retained by Healthcare IT Leaders in performing the Services also implements, maintains and enforces such appropriate safeguards to protect such information.

(c) Personal Data created, accesses, stored, maintained, processed, or transmitted by Healthcare IT Leaders shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals.

(d) Healthcare IT Leaders shall, upon discovery, immediately (in no event later than five (5) calendar days of discovery) , or within a lesser timeframe that may be required under any Applicable Law, notify Client of any (i) Security Incident (as defined above) or (ii) Potential Breach (as defined above) of unsecured Personal Data; upon notice of such Potential Breach, Healthcare IT Leaders and Client shall jointly assess whether or not a Breach has, in fact, occurred. If the Breach originates with Healthcare IT Leaders, Healthcare IT Leaders shall cooperate with, and provide all necessary assistance and information to, Client in order to meet the requirements of Applicable Laws.

## **6. Term and Termination.**

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Statement of Work (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Statement of Works hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Statement of Works hereunder) on less than thirty days' written notice.

Client may also terminate this Services Agreement and/or any Statements or Work hereunder for its convenience by providing Healthcare IT Leaders with thirty (30) days prior written notice of such termination.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Healthcare IT Leaders will discontinue the provision of all Services and Client will promptly pay Healthcare IT Leaders undisputed invoices for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the

other party under the terms of this Services Agreement or Statement of Work for all Expenses incurred (including pre-ordered Test Kits and Equipment, etc.) and Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

**7. Notices**. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address specified in this Notices Section, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Client must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Healthcare IT Leaders, Attention: Ted Justiss, 925 North Point Parkway, Suite 425, Alpharetta, GA, 30005, or to such other place as Healthcare IT Leaders may subsequently designate for its receipt of notices. Notice to Client shall be sent to:

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

**8. Force Majeure**. Except with respect to the payment of fees under this Services Agreement or a Statement of Work, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, epidemic, pandemic, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties related to manufacturing, shipping, or test processing delays, and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**9. Assignment**. Healthcare IT Leaders may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise,

and any attempt at such assignment will be void without the prior written consent of Client which will not be reasonably withheld.

**10. No Waiver**. A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**11. Choice of Law; Severability**. This Services Agreement and any claim or dispute arising out of or related to this Services Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles.

This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

**12. INDEMNIFICATION; INSURANCE; LIMITATIONS OF LIABILITY.**

(a) Healthcare IT Leaders shall indemnify, defend and hold harmless Client, Client's affiliates and each of their respective officers, directors, shareholders, partners, managers, members, equity owners, employees, agents and representatives (collectively, "Client Indemnified Parties") from and against any losses, liabilities, lost profits, fines, penalties, damages, costs or expenses (including any court costs and reasonable attorneys' fees) or sanctions arising out of or in connection with any Claims resulting from or arising out of or in connection with (i) any breach or inaccuracy of any representation or warranty made herein by Healthcare IT Leaders, (ii) any breach by Healthcare IT Leaders or any of its agents, employees or other representatives in the performance of its obligations under this Agreement, (iii) any willful or negligent act or omission by Healthcare IT Leaders or any of its agents, employees or other representatives in connection with the performance of its obligations under this Agreement, or (iv) a breach of confidentiality and/or a Security Breach caused by Healthcare IT Leaders' failure to comply with Section 5.

(b) During the Term, Healthcare IT Leaders will maintain the following insurance: (i) Statutory Workers' Compensation, as required by applicable law; (ii) Employers' Liability, with a minimum limit of one million dollars (\$1,000,000); (iii) Commercial General Liability, including Products Liability, Completed Operations Liability, Personal Injury, Advertising Injury and Contractual Liability, on an occurrence basis, with the following minimum limits for bodily injury and property damage: two million dollars (\$2,000,000) per occurrence, five million dollars (\$5,000,000) annual aggregate and respond to claims on a worldwide basis; and (iv) Professional Liability (Professional Indemnity) insurance including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability and Media Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology services or licenses, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures and respond to claims on a worldwide basis with a minimum limit of five million dollars (\$5,000,000) each claim and annual aggregate. Healthcare IT Leaders shall add Client as additional insured under the insurance coverage described above for any claims, liability and losses actually or allegedly arising out of or in connection with this Agreement. Upon Client's annual request, Healthcare IT Leaders shall furnish one or more certificates evidencing that the coverage required by this Section. Each such certificate shall state the names of the insurance carriers, relevant policy numbers, dates of expiration and limits of coverage. Healthcare IT Leaders will require all subcontractors to maintain insurance consistent with this section.

**(c) LIMITED LIABILITY OF HEALTHCARE IT LEADERS.** SUBJECT TO THE FOLLOWING SENTENCE, THE TOTAL LIABILITY OF HEALTHCARE IT LEADERS, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT CLIENT ACTUALLY PAID TO HEALTHCARE IT LEADERS FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE STATEMENT OF WORK.

**(d) EXCLUSION OF DAMAGES.** SUBJECT TO THE FOLLOWING SENTENCE, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR

**CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**13. Compliance With Laws.** Client will comply with all laws, rules, and regulations applicable to the use of the Services-

**14. Non-Solicitation of Employees.** During the period that Healthcare IT Leaders is providing Services pursuant to this Services Agreement and for a period of six (6) months following the completion of such Services, neither Healthcare IT Leaders nor Client will offer to hire, hire, solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet or bona-fide solicitation programs of a party which are not specifically directed or targeted to the employees of the other party. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Client's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

**15. Entire Agreement.** This Services Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Client in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services



Agreement and all Statement of Works may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: August 18, 2021

**Glendale Unified School District**

**Healthcare IT Leaders, LLC**

By:

By:

Signature

Signature

Click or tap here to enter text.

Robert Bailey

Name

Name

Click or tap here to enter text.

CEO

Title

Title

Click or tap here to enter text.

Click or tap here to enter text.

Date

Date



## STATEMENT OF WORK

Provided as separate documents.

### Perm Fee Addendum

#### **Healthcare IT Leaders Permanent Placement Fee Schedule and Guarantee Policy**

Healthcare IT Leaders agrees to provide permanent placement services to (“Client”) which include candidate sourcing, representation, reference checks, interview coordination and initial orientation in return for remuneration according to the following schedule:

**Fee:** Client agrees to pay Healthcare IT Leaders 25% of the candidate’s first annual base salary.

**Payment Terms:** Healthcare IT Leaders will invoice for services rendered after candidate’s first day of work, payable net 30.

**Guarantee Policy:** Healthcare IT Leaders provides a 90-day guarantee refund policy should our candidate be terminated for any reason during 90-day probationary period. The client will be eligible for the following:

**Days 1 - 30 of employment:** Healthcare IT Leaders will offer a full 100% refund of perm fee.

**Days 31 - 60 of employment:** Healthcare IT Leaders will offer a 50% refund of perm fee.

**Days 60 - 90 of employment:** Healthcare IT Leaders will offer a 33% refund of perm fee.

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, and Facilities  
Christine Ward, Director, Procurement and Contract Services

SUBJECT: **Award of Bid No. 216-21/22 for HVAC Replacement at the Administration Building B**

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The Superintendent recommends that the Board of Education award Bid No. 216-21/22 for the HVAC replacement project at the Administration Building B to ACCO Engineered Systems in the amount of \$173,281, plus a \$30,000 allowance, funded by Routine Restricted Maintenance funds.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for the HVAC replacement project at the Administration Building B. A bid conference and a job walk were conducted on August 3, 2021 and nine (9) contractors participated. The District received and opened three (3) bids on August 16, 2021, as outlined below:

<b>Contractor</b>	<b>Base Bid</b>	<b>Allowance</b>	<b>Total</b>
ACCO Engineered Systems	\$173,281	\$30,000	\$203,281
F.M. Thomas Air Conditioning, Inc.	\$226,990	\$30,000	\$256,990
Chalmers Construction Services, Inc.	\$377,300	\$30,000	\$407,300

After conducting a post-bid conference and reviewing the bid documents, staff is recommending the award of contract to ACCO Engineered Systems as the lowest responsive and responsible bidder in the amount of \$173,281. An allowance of \$30,000 was given on this project for unforeseen conditions and/or additional modifications, for a total project cost of \$203,281. This allowance will only be used if needed and upon approval by District staff. This project is anticipated to be completed by January 31, 2022. Bid details are available for review in the Procurement & Contract Services Department. This project will be funded by Routine Restricted Maintenance funds.

***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

August 31, 2021

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Narineh Makijan, Coordinator III, College & Career Division

SUBJECT: **Approval of Agreements with PlanetBravo, LLC for Computer Science Immersion Curriculum and Services at Cerritos Elementary School and Theodore Roosevelt Middle School**

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The Superintendent recommends that the Board of Education approve the agreements with PlanetBravo, LLC to provide Computer Science Immersion Curriculum Courses and Professional Development Services at Cerritos Elementary School in the amount of \$24,000, to support the Computer Science Immersion Magnet, and at Theodore Roosevelt Middle School in the amount of \$48,000, to support the STEAM Academy Magnet.

Planet Bravo, a company that has been providing fundamental technology curriculum and instruction to students at Thomas Edison Elementary School successfully for many years, provides in-school computer instruction and technology classes, as well as one-to-one teacher training, at both Cerritos and Roosevelt.

Roosevelt will partner with Planet Bravo to provide computer science professional development for staff and technology classes for students in Grades 7-8. The Roosevelt Science, Technology, Engineering, Arts and Mathematics (STEAM) Academy Magnet Middle School will serve as a bridge between Edison and Cerritos Elementary Schools to the STEAM programs at Glendale, Hoover, and Clark Magnet High Schools. Roosevelt will continue to include additional STEAM options within the core and elective curriculum. Curriculum for all students would include HTML/CSS for seventh grade, Python coding for eighth grade, and web-based design units across grades seven and eight.

At Cerritos, Planet Bravo will provide a trained technology integration specialist, who will work and educate teachers in technology classes to ultimately build their capacity in



computer immersion so they may lead integrated computer science and STEAM lessons with students in their own classrooms. The specialist would also work with students in grades K-6, using the District's existing software, as well as Planet Bravo's authorized software, to teach specialized coding, game design, animation, and graphical programs. Services will include: technical support to school faculty and staff along with recommendations for latest technology tools for use in classrooms; providing one-on-one tutorials with teachers on their computers; and maintaining student accounts for Google Drive and other computer class-dependent services, to name a few.

The Career and Technical Education Incentive Grant will fund the Planet Bravo contract for Roosevelt for a total of \$48,000, and the Educational Services Department will fund the contract for Cerritos for a total of \$24,000. Contracts will be in effect from September 7, 2021, through May 27, 2022.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

# Technology Instruction and Support Program

## Client Information

**Glendale Unified School District**  
**120 E Cerritos Ave**  
**Glendale, CA 91205**

## AGREEMENT/CONTRACT

Updated: 8/2/2021

### 1. AUTHORIZATION

The above-named non-profit organization (hereinafter referred to as "Client") hereby engages PlanetBravo, LLC, 2919 W. Burbank Blvd. Ste A. Burbank, CA 91505, as an independent contractor (hereinafter referred to as "Contractor") for the specific purposes of providing the following services at **Cerritos Elementary School** (the "School") :

- a) A trained instructor to teach technology classes with the School's computers & devices and to facilitate technology curricula for students in **Grades K-6** utilizing the School's existing software, as well as PlanetBravo's authorized software, including specialized coding, game design, animation, and graphical programs.
- b) Technical support for School faculty and staff during the days and times set forth in this Agreement (hereinafter referred to as "Contractor Service Hours"). "Technical Support" is defined as all services in Section 7 of this Agreement.

The Client hereby authorizes PlanetBravo, LLC to collect information about technology systems at the School by means and at times agreed upon by both parties, including but not limited to online and traditional surveys for faculty and staff, interpersonal meetings prearranged with School faculty and staff, and personal computer inspection to provide the foregoing services. Notwithstanding the foregoing, Contractor shall only be entitled to perform such collection of information in a manner that is compliant with all applicable laws, rules and/or policies in effect, including all local, state, federal and school/district laws, rules and/or policies. PlanetBravo hereby represents, warrants and agrees that the hardware and software will be evaluated when it arrives at the School to be sufficient for PlanetBravo to provide the services it is obligated to provide hereunder, ensuring compatibility with no required modification and/or changes/costs to the School, Contractor and/or Client for the upcoming school year.

### 2. DEVELOPMENT AND DELIVERY

The PlanetBravo course curriculum has been developed by the academic team of PlanetBravo, LLC, and not necessarily the PlanetBravo instructor assigned to the School. Outlines of the overall curriculum are submitted during the first week of service via printed outlines to the faculty, and are revised annually based on teacher input, technological advancements, and academic needs. Client/School has the right to review and offer suggestions for the lesson outlines at any time.

#### Overall Program

- Duration: Ongoing for 34 weeks;  
Commences **September 07, 2021** (hereinafter, the "Initial Service Date")  
Contract ends on **May 26, 2022** (the end date)
- No program weeks: Thanksgiving Week, December Break, Spring Break, and any school holidays
- Contractor Service Hours: 8am-3pm – Tuesdays and Thursdays
- Total cost: \$24,000.00

## **Instruction and Support Program**

Instruction begins: September 14, 2021  
Instruction ends: May 19, 2022

- Technical Support: Begins September 07, 2021  
Ends May 26, 2022

### **3. STAFFING AND SCHEDULING**

**Staffing:** Student lessons will be led by the PlanetBravo instructor approved by Client and/or the School, in coordination with the classroom teacher of each attending class. PlanetBravo will make every effort to provide the same technology instructor for the duration of this contract. In the event the approved instructor is absent due to illness, Contractor will do its best to provide a substitute instructor on the day of absence. PlanetBravo is granted two (2) sick days without a substitute by the Client during this Agreement duration. Any additional days of lost instruction due to the absence of the instructor will be made up or credited by PlanetBravo. "Make-up days or classes" cannot be arranged for Holidays or if caused by the actions of the School (field trips, worker strikes, assemblies, or other conflicting activities) or Acts of Nature (weather, earthquakes, viruses, etc). In the event of school cancellations or changes, PlanetBravo will retain its schedule and perform its duties in alternative formats arranged with the school and proposed by PlanetBravo.

All instructors are fingerprinted and cleared through the Federal Bureau of Investigation and the California Department of Justice. All instructors must comply with any school and/or district policies, which policies Contractor has investigated and for which it can and shall adhere to at all times. In the event Client wants to replace the previously approved instructor, an email should be sent to Academic Director Danny Pezzotta ([danny@planetbravo.com](mailto:danny@planetbravo.com)). A new instructor will be presented to Client and/or School for approval within 5 business days. Classes missed due to this replacement will be added to the end of the service dates or refunded accordingly. Refunds caused by lost instruction time after an instructor is replaced will be issued to client within 5 business days of the last service day under this Agreement.

**Scheduling for Technology Classes:** Classes will be held **Tuesdays and Thursdays** during school hours and will be set in advance with the school. Whenever possible, technology classes with the instructor are aligned with the course work in the classrooms. The approved instructor will be at the School (or working from a designated area) during the Contractor Service Hours of 8am-3pm on each scheduled day.

### **4. ASSESSMENT AND EVALUATION**

PlanetBravo, LLC will conduct an evaluation of its work twice during the contract period. One evaluation consists of a mid-year correspondence, in or about January of said school year, with the School administrator and client, and the final is an end-of-the-year formal evaluation by the cooperating faculty and Client. Results of both evaluations are available to Client for continued delivery and implementation of PlanetBravo's services hereunder.

Client may contact PlanetBravo at any time with feedback or questions. Contact may be made through phone: 310-443-7607 or email: [team@planetbravo.com](mailto:team@planetbravo.com).

### **5. LICENSES, COPYRIGHTS AND TRADEMARKS**

Software shall be lawfully granted to Client/School by PlanetBravo for use on School's computers. Such software is licensed to PlanetBravo for the duration of contract and may not be transferred, traded or sold by Client. Software may be utilized by School students during non-PlanetBravo instruction times while installed on School computers.

The Client and/or the School unconditionally guarantees that, to the best of their knowledge, any software or media (text, graphics, sound or photos) already present on School computers for use by PlanetBravo's instructors are owned by the School, or that the Client/School has permission from the rightful owner to use each of these elements. Due to the educational nature of this project, PlanetBravo is aware that the Fair Use Doctrine applies to many uses of the forms of media listed above, and will responsibly abide by guidelines set by Federal Law.

## **6. MAINTENANCE AND REPAIR INDEMNITY**

The Client understands that any use of computer technology carries the risk of malfunction and/or data corruption and PlanetBravo does not possess or guarantee protection from such threats. Protection against "malware" (including, but not limited to viruses, trojans, spyware, adware, and worms) is the sole responsibility of the School. PlanetBravo will make every effort to educate users as to proper and safe uses of computer technology, but does not guarantee against malfunction and/or data corruption.

Client and School/District are ultimately responsible for the replacement of the computers and related hardware used at the School. PlanetBravo staff will do everything in their power to maintain a clean and efficient program with functioning technology, but reserves the right to request computer maintenance when needed. PlanetBravo agrees to follow the protocol for school/district maintenance requests provided by School.

## **7. SERVICES**

### **Included in PlanetBravo Services:**

- Teaching grade K-6 technology classes on a pre-set curriculum. Subject integration is necessary for many of the units, and thus, is coordinated with classroom teachers.
- Making recommendations for latest technology tools for use academically (including where to get failed hardware replaced).
- Maintaining and repairing everyday functionality issues with academic technology (including printers, document cameras, computers, tablets, interactive whiteboards, and more).
- Providing 1-on-1 tutorials as part of the technical support link on teachers' computers.
- Preparing and establishing protocols and systems for email, student/teacher file storage, website functionality, etc.
- Maintaining student accounts for Google Drive and other computer class-dependent services.

### **Not Included in PlanetBravo Services:**

- Maintaining and repairing teachers' personal technology such as phones, personal laptops, or home computers.
- Instruction on iPad or tablet devices. (Exceptions made for accommodations during COVID-19)
- Placing orders or purchasing technology on behalf of the school (including parts for broken technology).
- Attending faculty or staff meetings.
- Organizing or creating the technology class schedule.
- Repairing and replacing failed hardware (hard drives, powerless devices, projector bulbs, etc.)
- Deploying and managing iPad or Computer labs/carts that are not directly used for PlanetBravo classes.
- Conducting assessments or grading coursework outside of a 'Pass / Not Pass' system.
- Creating or maintaining teacher email addresses, group distribution lists, parent newsletters, etc.
- Providing ongoing updates/maintenance of school websites, email addresses, newsletters, etc.
- Creating school technology projects (open house videos, website animations, PDFs of forms, DVD replication, etc) – however, we will always show a designee how to do any of this.
- Troubleshooting Phone, Power, or Network outages (unless we can cancel classes at that time and troubleshoot.)
- Teaching special technology classes outside of the PlanetBravo curriculum.

Additional Services performed by PlanetBravo that are "not included" may be arranged in advance to be billed 200 per hour.

## **8. PAYMENTS**

Payments must be made promptly based on the terms of this Agreement (see payment schedule below). All payments are to be made within 10 calendar days of the dates provided in the payment schedule. Penalty fees are applied to payments made after 10 calendar days of the dates provided in the payment schedule. The penalty fees are as follows:

- 11 days to 20 days late: 5% of past due invoice balance

- 21 days to 30 days late: 10% of past due invoice balance
  - 31 days and later: 20% of past due invoice balance
- (An updated invoice will be sent to Client/School at each of these periods reflecting the increase).

In a case where collection/litigation/enforcement action proves necessary, the prevailing party agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This Agreement becomes effective only when signed by PlanetBravo, LLC, Client and approved by the School/District (hereinafter referred to as "Effective Date"). Signature by Client on the contract shall not constitute a valid contract until such time as the School's principal, in writing (email is acceptable) has approved all provisions of the Agreement. Should Contractor fail to perform its duties as outlined herein (breach), Client may withhold future payment(s) that may be due until such time as Contractor has remedied its breach. Furthermore, offsets to payments may be made by Client in accordance with Section 3.

## 9. PAYMENT SCHEDULE

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract. Client and PlanetBravo, LLC agree that the services described in this contract shall be completed for a total of **\$24,000.00** for the duration of 34 weeks of instruction and support.

Payment Schedule is agreed upon as follows:

Due 8/15/2021:	\$6,000.00
Due 10/15/2021:	\$6,000.00
Due 1/15/2022:	\$6,000.00
Due 3/15/2022:	\$6,000.00

## 10. COMPLETION DATE

The Completion Date of the instruction and technology support of this project will be 34 weeks from the Initial Service Date. Make-up days for PlanetBravo absences may be held after that time, but only with the express written consent of Client; otherwise the provisions in Section 3 shall apply. Client may terminate this Agreement and the use of PlanetBravo's services at any time without cause and without further obligation to PlanetBravo except for payment due for services rendered prior to date of such termination. Any payments collected up to that date are non-refundable.

## 11. LEGAL NOTICE

PlanetBravo warrants that: a) PlanetBravo's agreement to perform the services hereunder does not violate any Agreement or obligation between PlanetBravo and a third party; b) the services provided by PlanetBravo and the course curriculum developed will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and c) the services provided by PlanetBravo will be performed in a professional manner, and shall be of a high grade, nature, and quality. The services will be performed in a timely manner and will meet deadlines agreed between Client and PlanetBravo. Client agrees to provide PlanetBravo local administrative credentials (passwords) to the devices on which they will be teaching for the purpose of managing the operating system, applications, and functionality of the programs.

PlanetBravo agrees to indemnify, defend and hold Client and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of, or in connection with any breach and/or service caused/provided by Contractor, as a result of this Agreement.

Notwithstanding anything to the contrary contained in this contract, neither PlanetBravo, LLC nor any of its employees or agents, warrants that the services provided hereunder will be uninterrupted or error-free. In no event will PlanetBravo, LLC be liable to the Client or any third party for any damages or loss, including, but not limited to, service interruptions caused by third parties or any other circumstances beyond our

reasonable control, any lost/stolen equipment, lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to maintain School computers.

## **12. GOVERNING LAW / ARBITRATION CLAUSE**

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

Any action to enforce or interpret this Agreement or to resolve disputes between Client and PlanetBravo shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted in the City of Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

## **13. THIS AGREEMENT**

This Agreement constitutes the sole Agreement between PlanetBravo, LLC and the Client regarding this **Technology Instruction and Support Program**. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and PlanetBravo, LLC. PlanetBravo is an independent contractor of Client. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Client's sole discretion to terminate this Agreement at any time without cause. PlanetBravo further agrees to be responsible for all of PlanetBravo's federal and state taxes, withholding, social security, insurance and other benefits.

The undersigned hereby agree to the terms, conditions, and stipulations of this Agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

**Client**

(Sign) By \_\_\_\_\_ Date 9-01-21

(Print) Name: Dr. Kelly King

Title: Assistant Superintendent, Educational Services

Address: 223 N. Jackson Street, Glendale, CA 91206


Phone: 818-241-3111, Ext. 1208

E-mail: kking@gusd.net

**School Administrator (if different than above)**

(Sign) By \_\_\_\_\_ Date \_\_\_\_\_

**PlanetBravo, LLC**

By  \_\_\_\_\_  
PlanetBravo, LLC

Date 8/2/2021



Technology Instruction and Support Program

Client Information

**Glendale Unified School District**  
**222 E Acacia Ave**  
**Glendale, CA 91205**

**AGREEMENT/CONTRACT**

Updated: 8/2/2021

**1. AUTHORIZATION**

The above-named non-profit organization (hereinafter referred to as "Client") hereby engages PlanetBravo, LLC, 2919 W. Burbank Blvd. Ste A. Burbank, CA 91505, as an independent contractor (hereinafter referred to as "Contractor") for the specific purposes of providing the following services at **Roosevelt Middle School** (the "School") :

- a) A trained instructor to teach technology classes with the School's computers & devices and to facilitate technology curricula for students in **Grades 6th-8th** utilizing the School's existing software, as well as PlanetBravo's authorized software, including specialized coding, game design, animation, and graphical programs.
- b) Technical support for School faculty and staff during the days and times set forth in this Agreement (hereinafter referred to as "Contractor Service Hours"). "Technical Support" is defined as all services in Section 7 of this Agreement.
- c) This agreement assumes one technology teacher for the school.

The Client hereby authorizes PlanetBravo, LLC to collect information about technology systems at the School by means and at times agreed upon by both parties, including but not limited to online and traditional surveys for faculty and staff, interpersonal meetings prearranged with School faculty and staff, and personal computer inspection to provide the foregoing services. Notwithstanding the foregoing, Contractor shall only be entitled to perform such collection of information in a manner that is compliant with all applicable laws, rules and/or policies in effect, including all local, state, federal and school/district laws, rules and/or policies. PlanetBravo hereby represents, warrants and agrees that the hardware and software will be evaluated when it arrives at the School to be sufficient for PlanetBravo to provide the services it is obligated to provide hereunder, ensuring compatibility with no required modification and/or changes/costs to the School, Contractor and/or Client for the upcoming school year.

**2. DEVELOPMENT AND DELIVERY**

The PlanetBravo course curriculum has been developed by the academic team of PlanetBravo, LLC, and not necessarily the PlanetBravo instructor assigned to the School. Outlines of the overall curriculum are submitted during the first week of service via printed outlines to the faculty, and are revised annually based on teacher input, technological advancements, and academic needs. Client/School has the right to review and offer suggestions for the lesson outlines at any time.

**Overall Program**

- Duration: Ongoing for 34 weeks;  
Commences **September 07, 2021** (hereinafter, the "Initial Service Date")  
Contract ends on **May 27, 2022** (the end date)
- No program weeks: Thanksgiving Week, December Break, Spring Break, and any school holidays
- Contractor Service Hours: 8am-3pm – Mondays-Fridays
- Total cost: \$48,000.00



## **Instruction and Support Program**

Instruction begins: September 13, 2021  
Instruction ends: May 20, 2022

- Technical Support: Begins September 07, 2021  
Ends May 27, 2022

### **3. STAFFING AND SCHEDULING**

**Staffing:** Student lessons will be led by the PlanetBravo instructor approved by Client and/or the School, in coordination with the classroom teacher of each attending class. PlanetBravo will make every effort to provide the same technology instructor for the duration of this contract. In the event the approved instructor is absent due to illness, Contractor will do its best to provide a substitute instructor on the day of absence. PlanetBravo is granted two (2) sick days without a substitute by the Client during this Agreement duration. Any additional days of lost instruction due to the absence of the instructor will be made up or credited by PlanetBravo. "Make-up days or classes" cannot be arranged for Holidays or if caused by the actions of the School (field trips, worker strikes, assemblies, or other conflicting activities) or Acts of Nature (weather, earthquakes, viruses, etc). In the event of school cancellations or changes, PlanetBravo will retain its schedule and perform its duties in alternative formats arranged with the school and proposed by PlanetBravo.

All instructors are fingerprinted and cleared through the Federal Bureau of Investigation and the California Department of Justice. All instructors must comply with any school and/or district policies, which policies Contractor has investigated and for which it can and shall adhere to at all times. In the event Client wants to replace the previously approved instructor, an email should be sent to Academic Director Danny Pezzotta (danny@planetbravo.com). A new instructor will be presented to Client and/or School for approval within 5 business days. Classes missed due to this replacement will be added to the end of the service dates or refunded accordingly. Refunds caused by lost instruction time after an instructor is replaced will be issued to client within 5 business days of the last service day under this Agreement.

**Scheduling for Technology Classes:** Classes will be held **Mondays-Fridays** during school hours and will be set in advance with the school. Whenever possible, technology classes with the instructor are aligned with the course work in the classrooms. The approved instructor will be at the School (or working from a designated area) during the Contractor Service Hours of 8am-3pm on each scheduled day.

### **4. ASSESSMENT AND EVALUATION**

PlanetBravo, LLC will conduct an evaluation of its work twice during the contract period. One evaluation consists of a mid-year correspondence, in or about January of said school year, with the School administrator and client, and the final is an end-of-the-year formal evaluation by the cooperating faculty and Client. Results of both evaluations are available to Client for continued delivery and implementation of PlanetBravo's services hereunder.

Client may contact PlanetBravo at any time with feedback or questions. Contact may be made through phone: 310-443-7607 or email: team@planetbravo.com.

### **5. LICENSES, COPYRIGHTS AND TRADEMARKS**

Software shall be lawfully granted to Client/School by PlanetBravo for use on School's computers. Such software is licensed to PlanetBravo for the duration of contract and may not be transferred, traded or sold by Client. Software may be utilized by School students during non-PlanetBravo instruction times while installed on School computers.

The Client and/or the School unconditionally guarantees that, to the best of their knowledge, any software or media (text, graphics, sound or photos) already present on School computers for use by PlanetBravo's instructors are owned by the School, or that the Client/School has permission from the rightful owner to use each of these elements. Due to the educational nature of this project, PlanetBravo is aware that the Fair Use Doctrine applies to many uses of the forms of media listed above, and will responsibly abide by guidelines set by Federal Law.

## **6. MAINTENANCE AND REPAIR INDEMNITY**

The Client understands that any use of computer technology carries the risk of malfunction and/or data corruption and PlanetBravo does not possess or guarantee protection from such threats. Protection against "malware" (including, but not limited to viruses, trojans, spyware, adware, and worms) is the sole responsibility of the School. PlanetBravo will make every effort to educate users as to proper and safe uses of computer technology, but does not guarantee against malfunction and/or data corruption.

Client and School/District are ultimately responsible for the replacement of the computers and related hardware used at the School. PlanetBravo staff will do everything in their power to maintain a clean and efficient program with functioning technology, but reserves the right to request computer maintenance when needed. PlanetBravo agrees to follow the protocol for school/district maintenance requests provided by School.

## **7. SERVICES**

### **Included in PlanetBravo Services:**

- Teaching grade 6th-8th technology classes on a pre-set curriculum. Subject integration is necessary for many of the units, and thus, is coordinated with classroom teachers.
- Making recommendations for latest technology tools for use academically (including where to get failed hardware replaced).
- Maintaining and repairing everyday functionality issues with academic technology (including printers, document cameras, computers, tablets, interactive whiteboards, and more).
- Providing 1-on-1 tutorials as part of the technical support link on teachers' computers.
- Preparing and establishing protocols and systems for email, student/teacher file storage, website functionality, etc.
- Maintaining student accounts for Google Drive and other computer class-dependent services.

### **Not Included in PlanetBravo Services:**

- Maintaining and repairing teachers' personal technology such as phones, personal laptops, or home computers.
- Instruction on iPad or tablet devices. (Exceptions made for accommodations during COVID-19)
- Placing orders or purchasing technology on behalf of the school (including parts for broken technology).
- Attending faculty or staff meetings.
- Organizing or creating the technology class schedule.
- Repairing and replacing failed hardware (hard drives, powerless devices, projector bulbs, etc.)
- Deploying and managing iPad or Computer labs/carts that are not directly used for PlanetBravo classes.
- Conducting assessments or grading coursework outside of a 'Pass / Not Pass' system.
- Creating or maintaining teacher email addresses, group distribution lists, parent newsletters, etc.
- Providing ongoing updates/maintenance of school websites, email addresses, newsletters, etc.
- Creating school technology projects (open house videos, website animations, PDFs of forms, DVD replication, etc) – however, we will always show a designee how to do any of this.
- Troubleshooting Phone, Power, or Network outages (unless we can cancel classes at that time and troubleshoot.)
- Teaching special technology classes outside of the PlanetBravo curriculum.

Additional Services performed by PlanetBravo that are "not included" may be arranged in advance to be billed 200 per hour.

## **8. PAYMENTS**

Payments must be made promptly based on the terms of this Agreement (see payment schedule below). All payments are to be made within 10 calendar days of the dates provided in the payment schedule. Penalty fees are applied to payments made after 10 calendar days of the dates provided in the payment schedule. The penalty fees are as follows:

- 11 days to 20 days late: 5% of past due invoice balance

- 21 days to 30 days late: 10% of past due invoice balance
  - 31 days and later: 20% of past due invoice balance
- (An updated invoice will be sent to Client/School at each of these periods reflecting the increase).

In a case where collection/litigation/enforcement action proves necessary, the prevailing party agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This Agreement becomes effective only when signed by PlanetBravo, LLC, Client and approved by the School/District (hereinafter referred to as "Effective Date"). Signature by Client on the contract shall not constitute a valid contract until such time as the School's principal, in writing (email is acceptable) has approved all provisions of the Agreement. Should Contractor fail to perform its duties as outlined herein (breach), Client may withhold future payment(s) that may be due until such time as Contractor has remedied its breach. Furthermore, offsets to payments may be made by Client in accordance with Section 3.

## 9. PAYMENT SCHEDULE

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract. Client and PlanetBravo, LLC agree that the services described in this contract shall be completed for a total of **\$48,000.00** for the duration of 34 weeks of instruction and support.

Payment Schedule is agreed upon as follows:

Due 8/15/2021:	\$12,000.00
Due 10/15/2021:	\$12,000.00
Due 1/15/2022:	\$12,000.00
Due 3/15/2022:	\$12,000.00

## 10. COMPLETION DATE

The Completion Date of the instruction and technology support of this project will be 34 weeks from the Initial Service Date. Make-up days for PlanetBravo absences may be held after that time, but only with the express written consent of Client; otherwise the provisions in Section 3 shall apply. Client may terminate this Agreement and the use of PlanetBravo's services at any time without cause and without further obligation to PlanetBravo except for payment due for services rendered prior to date of such termination. Any payments collected up to that date are non-refundable.

## 11. LEGAL NOTICE

PlanetBravo warrants that: a) PlanetBravo's agreement to perform the services hereunder does not violate any Agreement or obligation between PlanetBravo and a third party; b) the services provided by PlanetBravo and the course curriculum developed will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and c) the services provided by PlanetBravo will be performed in a professional manner, and shall be of a high grade, nature, and quality. The services will be performed in a timely manner and will meet deadlines agreed between Client and PlanetBravo. Client agrees to provide PlanetBravo local administrative credentials (passwords) to the devices on which they will be teaching for the purpose of managing the operating system, applications, and functionality of the programs.

PlanetBravo agrees to indemnify, defend and hold Client and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of, or in connection with any breach and/or service caused/provided by Contractor, as a result of this Agreement.

Notwithstanding anything to the contrary contained in this contract, neither PlanetBravo, LLC nor any of its employees or agents, warrants that the services provided hereunder will be uninterrupted or error-free. In no event will PlanetBravo, LLC be liable to the Client or any third party for any damages or loss, including, but not limited to, service interruptions caused by third parties or any other circumstances beyond our

reasonable control, any lost/stolen equipment, lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to maintain School computers.

## **12. GOVERNING LAW / ARBITRATION CLAUSE**

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

Any action to enforce or interpret this Agreement or to resolve disputes between Client and PlanetBravo shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted in the City of Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

## **13. THIS AGREEMENT**

This Agreement constitutes the sole Agreement between PlanetBravo, LLC and the Client regarding this **Technology Instruction and Support Program**. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and PlanetBravo, LLC. PlanetBravo is an independent contractor of Client. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Client's sole discretion to terminate this Agreement at any time without cause. PlanetBravo further agrees to be responsible for all of PlanetBravo's federal and state taxes, withholding, social security, insurance and other benefits.

The undersigned hereby agree to the terms, conditions, and stipulations of this Agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

**Client**

(Sign) By \_\_\_\_\_ Date 9-01-21  
(Print) Name: Dr. Kelly King  
Title: Assistant Superintendent, Educational Services  
Address: 223 N. Jackson Street, Glendale, CA 91206  
Phone: 818-241-3111, Ext. 1208  
E-mail: kking@gusd.net

**School Administrator** *(if different than above)*

(Sign) By \_\_\_\_\_ Date \_\_\_\_\_

**PlanetBravo, LLC**

By  \_\_\_\_\_ Date 8/2/2021  
PlanetBravo, LLC

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Brook Reynolds, Executive Director, Elementary Education

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and PlanetBravo, LLC for Edison Elementary School**

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The Superintendent recommends that the Board of Education approve the services agreement between Glendale Unified School District and PlanetBravo, LLC in the amount of \$43,000 to provide advanced technology curriculum and instruction to students at Thomas Edison Advanced Technology Magnet and Spanish FLAG Elementary School in 2021-2022.

Glendale Unified School District has contracted with Plant Bravo, LLC, to provide advance technology staff, curriculum, and instruction in the computer lab to students in grades K-6 at Thomas Edison Advanced Technology Magnet and Spanish FLAG Elementary School. Services include:

- A trained instructor to teach technology classes for students in Grades K-6 utilizing the school's existing software as well as PlanetBravo's authorized software, including specialized coding, game design, animation, and graphical programs.
- Technical support for school faculty and staff during the days and times set forth in the agreement.
- Making recommendations for latest technology tools for use academically.
- Maintaining and repairing everyday functionality issues with academic technology.
- Providing 1-on-1 tutorials as part of the technical support link on teachers' computers.
- Preparing and establishing protocols and systems for email, student/teacher file storage, and website functionality.
- Maintaining student accounts for Google Drive and other computer class dependent services.

The total cost of these services is \$43,000, which will be paid through Educational Services funding. The services agreement shall be in effect from September 7, 2021, through May 27, 2022.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

# Technology Instruction and Support Program

## Client Information

**Glendale Unified**  
**435 S Pacific Ave**  
**Glendale, CA 91204**

## AGREEMENT/CONTRACT

Updated: 8/2/2021

### 1. AUTHORIZATION

The above-named non-profit organization (hereinafter referred to as "Client") hereby engages PlanetBravo, LLC, 2919 W. Burbank Blvd. Ste A. Burbank, CA 91505, as an independent contractor (hereinafter referred to as "Contractor") for the specific purposes of providing the following services at **Edison Elementary** (the "School") :

- a) A trained instructor to teach technology classes with the School's computers & devices and to facilitate technology curricula for students in **Grades K-6** utilizing the School's existing software, as well as PlanetBravo's authorized software, including specialized coding, game design, animation, and graphical programs.
- b) Technical support for School faculty and staff during the days and times set forth in this Agreement (hereinafter referred to as "Contractor Service Hours"). "Technical Support" is defined as all services in Section 7 of this Agreement.

The Client hereby authorizes PlanetBravo, LLC to collect information about technology systems at the School by means and at times agreed upon by both parties, including but not limited to online and traditional surveys for faculty and staff, interpersonal meetings prearranged with School faculty and staff, and personal computer inspection to provide the foregoing services. Notwithstanding the foregoing, Contractor shall only be entitled to perform such collection of information in a manner that is compliant with all applicable laws, rules and/or policies in effect, including all local, state, federal and school/district laws, rules and/or policies. PlanetBravo hereby represents, warrants and agrees that the hardware and software will be evaluated when it arrives at the School to be sufficient for PlanetBravo to provide the services it is obligated to provide hereunder, ensuring compatibility with no required modification and/or changes/costs to the School, Contractor and/or Client for the upcoming school year.

### 2. DEVELOPMENT AND DELIVERY

The PlanetBravo course curriculum has been developed by the academic team of PlanetBravo, LLC, and not necessarily the PlanetBravo instructor assigned to the School. Outlines of the overall curriculum are submitted during the first week of service via printed outlines to the faculty, and are revised annually based on teacher input, technological advancements, and academic needs. Client/School has the right to review and offer suggestions for the lesson outlines at any time.

#### Overall Program

- Duration: Ongoing for 32 weeks;  
Commences **September 07, 2021** (hereinafter, the "Initial Service Date")  
Contract ends on **May 27, 2022** (the end date)
- No program weeks: Thanksgiving Week, December Break, Spring Break, and any school holidays
- Contractor Service Hours: 8am-3pm – Mondays-Fridays
- Total cost: \$43,000.00



## **Instruction and Support Program**

Instruction begins: September 13, 2021  
Instruction ends: May 20, 2022

- Technical Support: Begins September 07, 2021  
Ends May 27, 2022

### **3. STAFFING AND SCHEDULING**

**Staffing:** Student lessons will be led by the PlanetBravo instructor approved by Client and/or the School, in coordination with the classroom teacher of each attending class. PlanetBravo will make every effort to provide the same technology instructor for the duration of this contract. In the event the approved instructor is absent due to illness, Contractor will do its best to provide a substitute instructor on the day of absence. PlanetBravo is granted two (2) sick days without a substitute by the Client during this Agreement duration. Any additional days of lost instruction due to the absence of the instructor will be made up or credited by PlanetBravo. "Make-up days or classes" cannot be arranged for Holidays or if caused by the actions of the School (field trips, worker strikes, assemblies, or other conflicting activities) or Acts of Nature (weather, earthquakes, viruses, etc). In the event of school cancellations or changes, PlanetBravo will retain its schedule and perform its duties in alternative formats arranged with the school and proposed by PlanetBravo.

All instructors are fingerprinted and cleared through the Federal Bureau of Investigation and the California Department of Justice. All instructors must comply with any school and/or district policies, which policies Contractor has investigated and for which it can and shall adhere to at all times. In the event Client wants to replace the previously approved instructor, an email should be sent to Academic Director Danny Pezzotta (danny@planetbravo.com). A new instructor will be presented to Client and/or School for approval within 5 business days. Classes missed due to this replacement will be added to the end of the service dates or refunded accordingly. Refunds caused by lost instruction time after an instructor is replaced will be issued to client within 5 business days of the last service day under this Agreement.

**Scheduling for Technology Classes:** Classes will be held **Mondays-Fridays** during school hours and will be set in advance with the school. Whenever possible, technology classes with the instructor are aligned with the course work in the classrooms. The approved instructor will be at the School (or working from a designated area) during the Contractor Service Hours of 8am-3pm on each scheduled day.

### **4. ASSESSMENT AND EVALUATION**

PlanetBravo, LLC will conduct an evaluation of its work twice during the contract period. One evaluation consists of a mid-year correspondence, in or about January of said school year, with the School administrator and client, and the final is an end-of-the-year formal evaluation by the cooperating faculty and Client. Results of both evaluations are available to Client for continued delivery and implementation of PlanetBravo's services hereunder.

Client may contact PlanetBravo at any time with feedback or questions. Contact may be made through phone: 310-443-7607 or email: team@planetbravo.com.

### **5. LICENSES, COPYRIGHTS AND TRADEMARKS**

Software shall be lawfully granted to Client/School by PlanetBravo for use on School's computers. Such software is licensed to PlanetBravo for the duration of contract and may not be transferred, traded or sold by Client. Software may be utilized by School students during non-PlanetBravo instruction times while installed on School computers.

The Client and/or the School unconditionally guarantees that, to the best of their knowledge, any software or media (text, graphics, sound or photos) already present on School computers for use by PlanetBravo's instructors are owned by the School, or that the Client/School has permission from the rightful owner to use each of these elements. Due to the educational nature of this project, PlanetBravo is aware that the Fair Use Doctrine applies to many uses of the forms of media listed above, and will responsibly abide by guidelines set by Federal Law.

## **6. MAINTENANCE AND REPAIR INDEMNITY**

The Client understands that any use of computer technology carries the risk of malfunction and/or data corruption and PlanetBravo does not possess or guarantee protection from such threats. Protection against "malware" (including, but not limited to viruses, trojans, spyware, adware, and worms) is the sole responsibility of the School. PlanetBravo will make every effort to educate users as to proper and safe uses of computer technology, but does not guarantee against malfunction and/or data corruption.

Client and School/District are ultimately responsible for the replacement of the computers and related hardware used at the School. PlanetBravo staff will do everything in their power to maintain a clean and efficient program with functioning technology, but reserves the right to request computer maintenance when needed. PlanetBravo agrees to follow the protocol for school/district maintenance requests provided by School.

## **7. SERVICES**

### **Included in PlanetBravo Services:**

- Teaching grade K-6 technology classes on a pre-set curriculum. Subject integration is necessary for many of the units, and thus, is coordinated with classroom teachers.
- Making recommendations for latest technology tools for use academically (including where to get failed hardware replaced).
- Maintaining and repairing everyday functionality issues with academic technology (including printers, document cameras, computers, tablets, interactive whiteboards, and more).
- Providing 1-on-1 tutorials as part of the technical support link on teachers' computers.
- Preparing and establishing protocols and systems for email, student/teacher file storage, website functionality, etc.
- Maintaining student accounts for Google Drive and other computer class-dependent services.

### **Not Included in PlanetBravo Services:**

- Maintaining and repairing teachers' personal technology such as phones, personal laptops, or home computers.
- Instruction on iPad or tablet devices. (Exceptions made for accommodations during COVID-19)
- Placing orders or purchasing technology on behalf of the school (including parts for broken technology).
- Attending faculty or staff meetings.
- Organizing or creating the technology class schedule.
- Repairing and replacing failed hardware (hard drives, powerless devices, projector bulbs, etc.)
- Deploying and managing iPad or Computer labs/carts that are not directly used for PlanetBravo classes.
- Conducting assessments or grading coursework outside of a 'Pass / Not Pass' system.
- Creating or maintaining teacher email addresses, group distribution lists, parent newsletters, etc.
- Providing ongoing updates/maintenance of school websites, email addresses, newsletters, etc.
- Creating school technology projects (open house videos, website animations, PDFs of forms, DVD replication, etc) – however, we will always show a designee how to do any of this.
- Troubleshooting Phone, Power, or Network outages (unless we can cancel classes at that time and troubleshoot.)
- Teaching special technology classes outside of the PlanetBravo curriculum.

Additional Services performed by PlanetBravo that are "not included" may be arranged in advance to be billed 200 per hour.

## **8. PAYMENTS**

Payments must be made promptly based on the terms of this Agreement (see payment schedule below). All payments are to be made within 10 calendar days of the dates provided in the payment schedule. Penalty fees are applied to payments made after 10 calendar days of the dates provided in the payment schedule. The penalty fees are as follows:

- 11 days to 20 days late: 5% of past due invoice balance

- 21 days to 30 days late: 10% of past due invoice balance
  - 31 days and later: 20% of past due invoice balance
- (An updated invoice will be sent to Client/School at each of these periods reflecting the increase).

In a case where collection/litigation/enforcement action proves necessary, the prevailing party agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This Agreement becomes effective only when signed by PlanetBravo, LLC, Client and approved by the School/District (hereinafter referred to as "Effective Date"). Signature by Client on the contract shall not constitute a valid contract until such time as the School's principal, in writing (email is acceptable) has approved all provisions of the Agreement. Should Contractor fail to perform its duties as outlined herein (breach), Client may withhold future payment(s) that may be due until such time as Contractor has remedied its breach. Furthermore, offsets to payments may be made by Client in accordance with Section 3.

## 9. PAYMENT SCHEDULE

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract. Client and PlanetBravo, LLC agree that the services described in this contract shall be completed for a total of **\$43,000.00** for the duration of 32 weeks of instruction and support.

Payment Schedule is agreed upon as follows:

Due 8/15/2021:	\$10,750.00
Due 10/15/2021:	\$10,750.00
Due 1/15/2022:	\$10,750.00
Due 3/15/2022:	\$10,750.00

## 10. COMPLETION DATE

The Completion Date of the instruction and technology support of this project will be 32 weeks from the Initial Service Date. Make-up days for PlanetBravo absences may be held after that time, but only with the express written consent of Client; otherwise the provisions in Section 3 shall apply. Client may terminate this Agreement and the use of PlanetBravo's services at any time without cause and without further obligation to PlanetBravo except for payment due for services rendered prior to date of such termination. Any payments collected up to that date are non-refundable.

## 11. LEGAL NOTICE

PlanetBravo warrants that: a) PlanetBravo's agreement to perform the services hereunder does not violate any Agreement or obligation between PlanetBravo and a third party; b) the services provided by PlanetBravo and the course curriculum developed will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and c) the services provided by PlanetBravo will be performed in a professional manner, and shall be of a high grade, nature, and quality. The services will be performed in a timely manner and will meet deadlines agreed between Client and PlanetBravo. Client agrees to provide PlanetBravo local administrative credentials (passwords) to the devices on which they will be teaching for the purpose of managing the operating system, applications, and functionality of the programs.

PlanetBravo agrees to indemnify, defend and hold Client and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of, or in connection with any breach and/or service caused/provided by Contractor, as a result of this Agreement.

Notwithstanding anything to the contrary contained in this contract, neither PlanetBravo, LLC nor any of its employees or agents, warrants that the services provided hereunder will be uninterrupted or error-free. In no event will PlanetBravo, LLC be liable to the Client or any third party for any damages or loss, including, but not limited to, service interruptions caused by third parties or any other circumstances beyond our

reasonable control, any lost/stolen equipment, lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to maintain School computers.

## **12. GOVERNING LAW / ARBITRATION CLAUSE**

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

Any action to enforce or interpret this Agreement or to resolve disputes between Client and PlanetBravo shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted in the City of Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

## **13. THIS AGREEMENT**

This Agreement constitutes the sole Agreement between PlanetBravo, LLC and the Client regarding this **Technology Instruction and Support Program**. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and PlanetBravo, LLC. PlanetBravo is an independent contractor of Client. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Client's sole discretion to terminate this Agreement at any time without cause. PlanetBravo further agrees to be responsible for all of PlanetBravo's federal and state taxes, withholding, social security, insurance and other benefits.

The undersigned hereby agree to the terms, conditions, and stipulations of this Agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

**Client**

(Sign) By \_\_\_\_\_ Date 9-01-21  
(Print) Name: Dr. Kelly King  
Title: Assistant Superintendent, Educational Services  
Address: 223 N. Jackson Street, Glendale, CA 91206  
Phone: 818-241-3111, Ext. 1208  
E-mail: kking@gusd.net

**School Administrator (if different than above)**

(Sign) By \_\_\_\_\_ Date \_\_\_\_\_

**PlanetBravo, LLC**

By  \_\_\_\_\_ Date 8/2/2021  
PlanetBravo, LLC

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 8

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 Services Agreement Between Glendale Unified School District and Caption Consulting Services**

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The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Caption Consulting Services in the amount of \$80,000 to provide Communication Access Real-time Translation (CART) services for students.

Caption Consulting Services is an agency that provides CART services to school districts. CART captioning is a word for word, voice-to-text process that transcribes the spoken word as readable English text. CART captioning is also known as real-time captioning or live-event captioning. These services provide equal access to the spoken word for students with disabilities under the "Equal Access/Equal Opportunity" laws of the ADA (Americans with Disabilities Act) as well as Section 504.

CART captioners work live at the student's location. These captioners focus on capturing multiple speakers and environmental nuances. Captions are instantly displayed for the student to view on a laptop, tablet, or smart phone. This service can also be provided remotely.

It is estimated that \$80,000 will be needed to pay for services for the 2021-2022 school year. Special education resources will be used to pay for these services.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street  
Glendale, CA 91206  
(818) 241-3111

**SERVICES AGREEMENT**

This **Agreement** for Professional Services ("Agreement") is made and entered into as of the 3rd day of August, 2021 by and between the Glendale Unified School District, ("District") and Caption Consulting Services, Inc a corporation, whose place of business is Palatine, IL [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on August 3, 2021 and will diligently perform as required and complete performance by June 30, 2022
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X   Signed Agreement
- X   Workers' Compensation Certification
- X   Fingerprinting/Criminal Background Investigation Certification
- X   Insurance Certificates and Endorsements
- X   W-9 Form
- X   Non-collusion Declaration
- X   Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Eighty Thousand dollars (\$ 80,000.00) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
4.1.   N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.



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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: Arik Panossian

**Contractor:**

Caption Consulting Services  
832 W. Saint Johns Pl  
Palatine, IL 60067  
Dawn Sonntag

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. . In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name Caption Consulting Services, Inc

By: \_\_\_\_\_ CEO/Founder  
Signature \_\_\_\_\_ Title: \_\_\_\_\_  
Dawn Sonntag \_\_\_\_\_ Dated: \_\_\_\_\_, 20 21  
Print Name \_\_\_\_\_

By: \_\_\_\_\_ Operations Director  
Signature \_\_\_\_\_ Title: \_\_\_\_\_  
Amy Nemeroff \_\_\_\_\_ Dated: \_\_\_\_\_, 20 21  
Print Name \_\_\_\_\_

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

Information regarding Contractor:

License No.: \_\_\_\_\_  
Address: 832 W. Saint Johns Pl  
Palatine, IL 60067  
Telephone: (312)725-3586  
Facsimile: \_\_\_\_\_  
E-Mail: dawn@captionconsulting.com

47-5679860  
Employer Identification and/or  
Social Security Number

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

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: IL  
 Limited Liability Company  
 Other: \_\_\_\_\_

Glendale Unified School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Dr. Kelly King  
Print Title: Assistant Superintendent Educational Services



**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

Consultant, as needed, to provide CART Captioning, TypeWell and Sign Language Interpreting services to Special Education students.

- Rates: Remote TypeWell-----\$65/hour
- On-site TypeWell-----\$75/hour (2 hour minimum)
  
- Remote (classroom) CART Captioning- \$85/hour
- Remote (events) CART Captioning----- \$90/hour
- Remote Spanish CART-----\$85/hour
- On-site CART Captioning-----\$125/hour (2 hr. minimum)
  
- Remote Sign Language Interpreter-----\$85/hour
- On-site Sign Language Interpreter-----\$125/hour (2 hr. minimum)
  
- Transcripts -----\$3/minute
- Closed Captions ----- \$5/minute

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Name of Contractor or Company: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

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 Capiton Consulting Services, 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 \_\_\_\_\_ [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 Caption Consulting Services, 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
- 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Services cannot be rendered until all documentation is submitted and final approval is received.**

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 9

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, Elementary Education

SUBJECT: **Approval of Services Agreement with A Tree of Knowledge Educational Services, Inc. for Jefferson Elementary School**

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The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and A Tree of Knowledge Educational Services, Inc. in the amount of \$60,000, to be funded by the Expanded Learning Opportunities Grant, for tutoring and instructional support services for students at Thomas Jefferson Elementary School.

Glendale Unified School District, in partnership with A Tree of Knowledge Educational Services, Inc, will offer after school tutoring and instructional support services for eligible lowest-performing students at Jefferson Elementary School in Grades 2-6. Tutoring services will be provided in English Language Arts and Mathematics, as needed. Cohorts shall consist of no more than five students, all of the same grade level. Five cohorts shall be offered a one-hour class after school on Tuesdays/Thursdays, and an additional five cohorts shall be offered services on Wednesdays/Fridays. Progress reports will be provided to the school.

The first cohort program period shall be from September 13, 2021, to November 18, 2021, and the second cohort program period shall be from November 29, 2021, to May 6, 2022. The program will be reviewed and evaluated by the school team prior to November 18, 2021, to determine if the school should continue with the program.

The contract period runs from September 13, 2021, to May 6, 2022. The cost for the tutoring services funded out of the Extended Learning Opportunities Grant is \$60,000.

Glendale Unified School District  
Action Report No. 9  
August 31, 2021  
Page 2

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street  
Glendale, CA 91206  
(818) 241-3111

**SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is made and entered into as of the 3 day of August, 2021 by and between the Glendale Unified School District, ("District") and A Tree of Knowledge Educational Services, Inc. a corporation, whose place of business is Mission Hills, CA [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on September 13, 2021 and will diligently perform as required and complete performance by May 6, 2022
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Sixty Thousand dollars (~~\$ 60,000.00~~) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 4.1. **N/A**



5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

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

**Contractor:**

A Tree of Knowledge Educational Services, Inc  
10600 Sepulveda Blvd., Suite # 107  
Mission Hills, CA 91345  
Attn: Tamir Oheb, CEO

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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



SIGNATURE PAGE

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

Company Name A Tree of Knowledge Educational Services, Inc.

By: [Signature] CEO  
Signature Title:  
Tamir Oheb Dated: 8/3, 2021  
Print Name

By: [Signature] Secretary  
Signature Title:  
Mehmoosh Oheb Dated: 8/3, 2021  
Print Name

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

Information regarding Contractor:  
License No.: \_\_\_\_\_  
Address: 10600 Sepulveda Blvd., # 107  
Mission Hills, CA 91345  
Telephone: 818 256 1666  
Facsimile: 818 361 3200  
E-Mail: toheb@tree-of-knowledge.net

20-5554673  
Employer Identification and/or  
Social Security Number

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

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CA  
 Limited Liability Company  
 Other: \_\_\_\_\_

Glendale Unified School District

By: \_\_\_\_\_ Date: 8/3/21

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

On-site after-school tutoring program in Math and ELA, as needed. Cohorts shall consist of no more than five (5) students, all of the same grade level. Five cohorts shall be offered a one (1) hour class after school on Tuesdays/Thursdays, and an additional five (5) cohorts shall be offered services on Wednesdays/Fridays. Grades 2-6 shall receive services.

The first program period shall be from September 13, 2021 to November 18, 2021, and the second program period shall be from November 29, 2021 to May 6, 2022.

In compensation, GUSD shall pay A Tree of Knowledge Educational Services, Inc. \$ 100.00 per hour per tutor. Five (5) tutors shall be assigned to this program. All shall undergo a criminal background check (Live Scan) and provide proof of a negative TB test.

**EXHIBIT "A"**

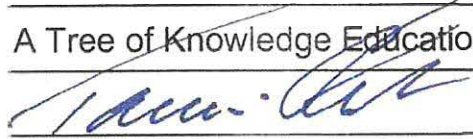
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 8/3/21  
Name of Contractor: A Tree of Knowledge Educational Services, Inc.  
Signature:   
Print Name and Title: Tamir Oheb, CEO

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

**EXHIBIT "B"**  
**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: A Tree of Knowledge Educational Services, Inc.

Title: \_\_\_\_\_

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

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

Date: 8/3/21

Name of Contractor or Company: A Tree of Knowledge Educational Services, Inc.

Representative's Name and Title: Tamir Oheb, CEO

Signature: 

EXHIBIT "C"

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

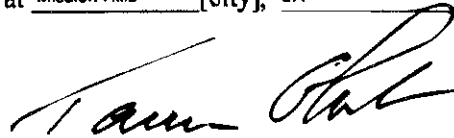
The undersigned declares:

I am the Owner and CEO of A Tree of Knowledge Educational Services, 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 8/3/21 [date], at Mission Hills [city], CA [state].



Signature

Tamir Oheb

Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

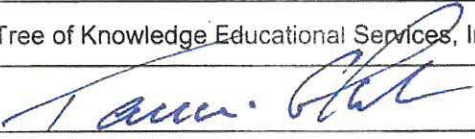
I am a representative of the A Tree of Knowledge Educational Services, Inc. ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

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: 8/3/21  
Name of Contractor: A Tree of Knowledge Educational Services, Inc.  
Signature:   
Print Name and Title: Tamir Oheb, CEO

**Services cannot be rendered until all documentation is submitted and final approval is received.**



GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 10

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, Elementary Education

SUBJECT: **Approval of Services Agreement with Mindful Learning Center for Balboa Elementary School**

---

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Mindful Learning Center in the amount of \$92,544, to be funded by the Expanded Learning Opportunities Grant, for enrichment and healthy living classes, sports, mindful learning, and art classes for all grades at Balboa Elementary School.

Glendale Unified School District, in partnership with Mindful Learning Center, will offer enrichment and healthy living classes, sports, mindful learning and art classes for all grades at Balboa Elementary School.

The contract period will run from August 16, 2021, through June 11, 2022. The cost for the services, funded out of the Extended Learning Opportunities Grant, is \$92,544.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

**SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is made and entered into as of the 12 day of August, 2021 by and between the Glendale Unified School District, ("District") and Mindful Learning Center a corporation, whose place of business is Glendale [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on August 16, 2021 and will diligently perform as required and complete performance by June 11, 2021 .
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X   Signed Agreement
- X   Workers' Compensation Certification
- X   Fingerprinting/Criminal Background Investigation Certification
- X   Insurance Certificates and Endorsements
- X   W-9 Form
- X   Non-collusion Declaration
- X   Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) ninety-two thousand, five-hundred forty four dollars (\$92,544) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 4.1.   N/A



5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: \_\_\_\_\_

**Contractor:**

Mindful Learning Center  
20661 Wood Rose CT  
Porter Ranch, CA91326  
\_\_\_\_\_

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. . In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
35. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
36. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
37. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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



SIGNATURE PAGE

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

Company Name Mindful Learning Center

By: [Signature]  
Signature  
Mary Melikion  
Print Name

President  
Title:  
Dated: 8/12/21, 2021

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:  
Dated: \_\_\_\_\_, 2021

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

Information regarding Contractor:

License No.: \_\_\_\_\_

83-4157014  
Employer Identification and/or  
Social Security Number

Address: 20661 Wood Rose CT  
Porter Ranch, CA 91326

Telephone: 818-310-8888

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CA  
 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: \_\_\_\_\_

Date: 9/1/21

Print Name: Dr. Kelly King

Print Title: Assistant Superintendent

**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 8/12/21

Name of Contractor: Mindful Learning Center

Signature: [Handwritten Signature]

Print Name and Title: President

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Mary Melickon

Title: President

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

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

Date: 8/12/21

Name of Contractor or Company: Mindful cleaning center

Representative's Name and Title: Mary Melickon President

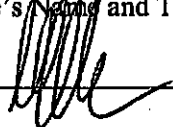
Signature: 

EXHIBIT "C"

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


The undersigned declares:

I am the President of MLC, 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 3/12/21 [date], at Glendale [city], CA [state].

  
\_\_\_\_\_  
Signature  
Mary Mawika  
\_\_\_\_\_  
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 MHC ("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.

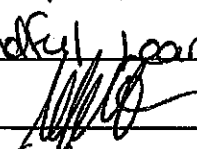
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 8/12/21

Name of Contractor: Mindful Learning Center

Signature: 

Print Name and Title: Mary Merikic

**Services cannot be rendered until all documentation is submitted and final approval is received.**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALE UNIFIED SERVICES AGREEMENT**

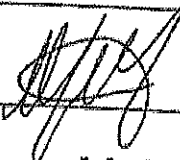
The undersigned does hereby certify to the Governing Board of the District as follows:

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

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

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

Name of Contractor: Mindful Learning Center

Signature: 

Print Name and Title: Mary Mekikian

Date: 8/25/21

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 11

TO: Board of Education

FROM: Dr. Vivian, Ekchian, Superintendent

PREPARED BY: David Greco, General Counsel

SUBJECT: **Approval of Service Agreements with Sports For Learning**

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The Superintendent recommends that the Board of Education approve service agreements with Sports For Learning at Various Elementary School Sites to provide supplemental programming for students for the 2021-2022 school year in the amount of \$498,243.75, and will be funded by the Expanded Learning Opportunities (ELO) Grant Funds.

*Sports for Learning* is an organization that Glendale Unified has utilized in past years to provide physical education (P.E.) lessons to students, while teachers participated in onsite collaboration meetings. These schools provided high recommendations about the quality of the services received from *Sports for Learning*. Glendale Unified also utilized *Sports for Learning* to develop asynchronous lessons for distance learning, to provide Social Emotional Learning (SEL) activities during Camp Excel, and to operate Campalooza summer camp on seven elementary school campuses.

The *Sports for Learning* curriculum provides fun, physically active games and sports as a vehicle to engage students in Social Emotional Learning (SEL). Lessons incorporate the Collaborative for Academic, Social, and Emotional Learning (CASEL) best practices into their curriculum. CASEL is a trusted source for knowledge about high-quality, evidence-based SEL. CASEL supports educators and policy leaders and enhances the experiences and outcomes for all PreK-12 students. *Sports for Learning* lessons focus on specific SEL skills throughout the course of the program with a main goal of getting students to practice and gain proficiency in a range of skills. The curriculum is also aligned with the California Physical Education and Health Standards.

Through the Expanded Learning Opportunities (ELO) Grant Funds, the following school sites have chosen to engage *Sports for Learning* for different program on their campuses (i.e., providing release time for teachers; providing physical education content for primary grade levels):



Columbus Elementary	\$59,220.00
Dunsmore Elementary	\$10,378.75
Edison Elementary	\$95,700.00
John C. Fremont Elementary	\$22,550.00
Glenoaks Elementary	\$59,220.00
Thomas Jefferson Elementary	\$79,800.00
Mark Keppel Elementary	\$99,750.00
Horace Mann Elementary	\$34,900.00
Mountain Avenue Elementary	\$15,125.00
Valley View Elementary	\$21,600.00

Each elementary site has developed their own programs with *Sports For Learning* with varying amount of on-campus time.

*Sports For Learning* staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games that introduce SEL topics and vocabulary. They design specific programming for TK-2, 3-5, 6-8 grade levels.

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

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Columbus Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$59,220.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## 15. Termination

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

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

## 16. Certificates/Permits/Licenses

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

## 17. Delivery

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Columbus Elementary School, during this time we will be delivering our SEL/PE program to students. We will also be providing teachers access to our SFL Digital Resource.

The program will begin on Sept. 16th and run on Thursdays for 32 selected weeks with 6 SFL staff members. The program will run from 11:10 am - 2:15 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 576.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Columbus - Teacher Release</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	6.0	32	1	3.00	576	\$54,720	\$4,500	\$59,220

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

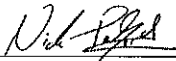
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

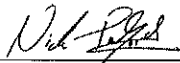
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 



**EXHIBIT "C"**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

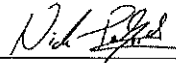
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

**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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

**2. Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Dunsmore Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$10,378.75.

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

**4. Expenses**

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

**5. Materials**

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

**6. Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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



## 15. Termination

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

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

## 16. Certificates/Permits/Licenses

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

## 17. Delivery

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## ADDENDUM A

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing SEL/PE support for K-3rd grade at Dunsmore Elementary School.

The program will begin on Sept. 9th and run on Thursdays for 23 weeks with 1 SFL staff member. The program will run from 8:00 am - 12:45 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 109.25.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Dunsmore</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	1.0	23	1	4.75	109.25	\$10,378.75	\$0	\$10,378.75

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

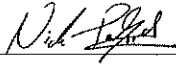
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

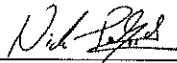
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

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

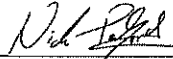
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

**EXHIBIT "E"**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALÉ UNIFIED SERVICES AGREEMENT**

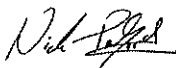
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Edison Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$95,700.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly



or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

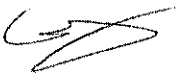
Company Name: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Edison Elementary School, during this time we will be delivering our SEL/PE program to students. We will also be providing teachers access to our SFL Digital Resource.

The program will begin on Sept. 2nd and run on Tuesdays and Thursdays for 32 selected weeks with 3 SFL staff members. The program will run from 8:15 am - 2:00 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 960.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.



**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Edison</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	3.0	32	2	6.00	960	\$91,200	\$4,500	\$95,700

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

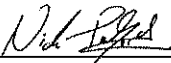
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

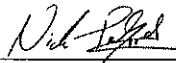
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

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

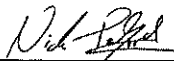
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at John C. Fremont Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$22,550.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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



performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

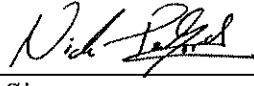
**32. Counterparts**

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.

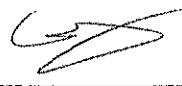
Company Name: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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



**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at John C. Fremont Elementary School, during this time we will be delivering our SEL/PE program to students. We will also be providing teachers access to our SFL Digital Resource.

The program will begin on Sept. 8th and run on Wednesdays for 30 selected weeks with 2 SFL staff members. The program will run from 8:10 am - 11:40 am on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 190.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Fremont ES</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	2	30	1	3.167	190	\$18,050	\$4,500	\$22,550

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

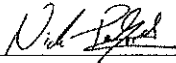
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

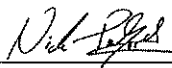
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

**EXHIBIT "C"**

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

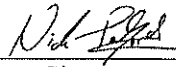
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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.

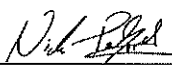
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President



**EXHIBIT "E"**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALE UNIFIED SERVICES AGREEMENT**

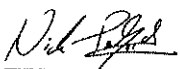
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Glenoaks Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$59,220.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

Type of Business Entity:

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Glenoaks Elementary School, during this time we will be delivering our SEL/PE program to students. We will also be providing teachers access to our SFL Digital Resource.

The program will begin on Sept. 1st and run on Wednesdays for 32 selected weeks with 6 SFL staff members. The program will run from 8:00 am - 12:00 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 576.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

**Sports For Learning - Glenoaks - Teacher Release Program**

Schools	Staff Needed	Week #	Days Per Week	Hours	Total Hours	On-Site Cost	Online Cost	Total Cost
1	6.0	32	1	3.00	576	\$54,720	\$4,500	\$59,220

**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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

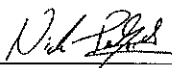
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 



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

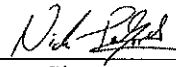
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

**EXHIBIT "E"**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALE UNIFIED SERVICES AGREEMENT**

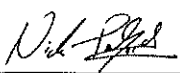
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Mark Keppel Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$99,750.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### **7. Joint Employer**

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

#### **8. Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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



## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

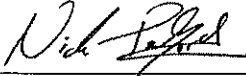
**32. Counterparts**

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.

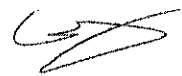
Company Name: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Mark Keppel Elementary School, during this time we will be delivering our SEL/PE program to students.

The program will begin on Sept. 2nd and run on Tuesdays and Thursdays for 25 selected weeks with 7 SFL staff members. The program will run from 8:30 am - 11:30 am on Tuesdays and 9:00 am - 12:00 pm on Thursdays during the days we are scheduled to provide service. The total amount of contract hours of support for this program is 1,050.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Mark Keppel ES - Teacher Release</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	7.0	25	2	3.00	1050	\$99,750	\$0	\$99,750

**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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

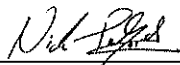
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

**EXHIBIT "C"**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

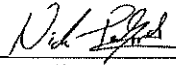
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

**EXHIBIT "E"**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALE UNIFIED SERVICES AGREEMENT**

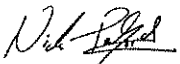
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Jefferson Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$79,800.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly



or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

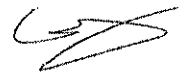
Company Name: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Jefferson Elementary School, during this time we will be delivering our SEL/PE program to students. Along with release time, we will also be providing after-school support.

The program will begin on Sept. 14th and run on Tuesdays and Thursdays for 30 selected weeks with 4 SFL staff members for the release times and 2 SFL staff members for the after-school support. The program will run from 9:00 am - 12:00 pm for release time and 2:30 pm - 3:30 pm for after-school during the days we are scheduled to provide service. The total amount of contract hours of support for this program is 840.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.



**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Jefferson - Release Time</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	4.0	30	2	3.00	720	\$68,400	\$0	\$68,400

<b>Sports For Learning - Jefferson - After School</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	2.0	30	2	1.00	120	\$11,400	\$0	\$11,400

<b>Program Total</b>
<b>\$79,800</b>

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

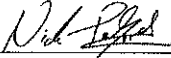
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

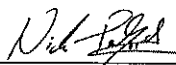
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

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

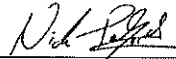
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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.

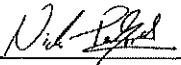
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Horace Mann Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$34,900.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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



performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### **7. Joint Employer**

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

#### **8. Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

18. **Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

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: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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



**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing release time for teachers at Horace Mann Elementary School, during this time we will be delivering our SEL/PE program to students. We will also be providing teachers access to our SFL Digital Resource.

The program will begin on Sept. 8th and run on Wednesdays for 20 selected weeks with 4 SFL staff members. The program will run from 8:15 am - 12:15 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 320.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Mann ES</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	4	20	1	4.00	320	\$30,400	\$4,500	\$34,900

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

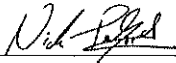
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

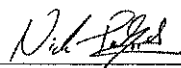
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

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

The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

**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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Mountain Ave Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$15,125.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

**7. Joint Employer**

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

**8. Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

**9. Conduct on District Premises**

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

**10. Anti-Discrimination**

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

**11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

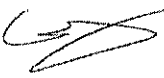
Company Name: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing SEL/PE support as well as access to our SFL Digital Resource for teachers at Mountain Ave Elementary School.

The program will begin on Sept. 13th and run on Mondays for 24 weeks with 1 SFL staff member. The program will run from 8:20 am - 1:40 pm on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 111.84.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Mountain Ave ES</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours Per Day</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Online Cost</b>	<b>Total Cost</b>
1	1	24	1	4.66	111.84	\$10,625	\$4,500	\$15,125

**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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 



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

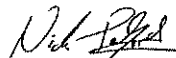
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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.

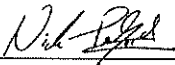
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21

## 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 Sports For Learning, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide a supplemental program for students enrolled in the District at Valley View Elementary. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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: \$21,600.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

#### 7. **Joint Employer**

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

#### 8. **Contractor's Employee Processing**

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

Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly

or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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



## **15. Termination**

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

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

## **16. Certificates/Permits/Licenses**

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

## **17. Delivery**

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: David Greco

**Contractor:**

**Sports for Learning**  
4666 Cass St., Suite #200  
San Diego, CA 92109  
Attn: Shane Schuurmans

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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.

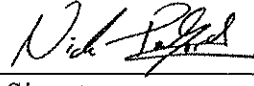
**32. Counterparts**

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: Coast 2 Coast Coaching Inc. DBA Sports For Learning

By:   
Signature

President  
Title

Nick Telford  
Print Name

Dated: 8/25/, 2021

By:   
Signature

Chief Financial Officer  
Title

Chris Murphy  
Print Name

Dated: 8/25/, 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.:  
F976260 (S Corp Number)

Employer Identification Number:  
26-4615732

Address: 4666 Cass St. Suite 200  
San Diego, CA 92109

Telephone: 760-687-3764

Email: nick@sportsforlearning.com

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

## **ADDENDUM A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Sports For Learning will be providing SEL/PE support for K-3rd grade as well as access to our SFL Digital Resource for teachers K-6 at Valley View Elementary School.

The program will begin on Sept. 2nd and run every Tuesday and Thursday for 30 weeks with 1 SFL staff member. The program will run from 8:15am - 11:15am on the days we are scheduled to provide service. The total amount of contract hours of support for this program is 180.

Sports For Learning has partnerships/relationships with colleges/universities throughout the state where we recruit current and recently graduated students to act as near-peer mentors and role models to the students while running our program.

On top of the number of staff contracted for, Sports For Learning will also be recruiting, hiring, and training additional "floater staff" to ensure the success of the program.

Our staff receives training on the Sports for Learning program/curriculum which blends Social-Emotional Learning with Physical Education. This curriculum is aligned with CASEL's core competencies as well as California Physical Education state standards. Students will participate in fun, engaging games, that introduce SEL topics and vocabulary. We design specific programming for TK-2, 3-5, 6-8 grade levels.

The SFL Digital Resource is an online platform for teachers where they can access SFL video content as well as game instructions that they can do with their students when our staff is not on campus. The content is for teachers only, there is no student information required or collection of student information in any way.

**ADDENDUM B**

**“Cost Proposal”**

<b>Sports For Learning - Valley View ES</b>								
<b>Schools</b>	<b>Staff Needed</b>	<b>Week #</b>	<b>Days Per Week</b>	<b>Hours</b>	<b>Total Hours</b>	<b>On-Site Cost</b>	<b>Digital Cost</b>	<b>Total Cost</b>
1	1	30	2	3.0	180	\$17,100	\$4,500	\$21,600

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

California Labor Code Section 3700 in relevant part provides:

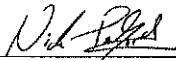
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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)]

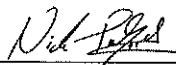
*By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact 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: 8/25/21

Name of Contractor or Company: Sports For Learning

Representative's Name and Title: Nick Telford, President

Signature: 

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

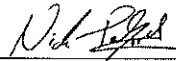
The undersigned declares:

I am the President of Sports For Learning, 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 8/25/21 [date], at San Diego [city], California [state].



\_\_\_\_\_  
Signature

Nick Telford

\_\_\_\_\_  
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 Sports For Learning ("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: 5/25/21

Name of Contractor: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, 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 Sports For Learning ("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: Sports For Learning

Signature: 

Print Name and Title: Nick Telford, President

Date: 8/25/21



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675		<b>CONTACT NAME:</b> Ails Maynard <b>PHONE (A/C, No, Ext):</b> (949) 348-7400 <b>E-MAIL ADDRESS:</b> AilsM@ins-solutions.com <b>FAX (A/C, No):</b> (949) 348-2373	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins. Co	<b>NAIC #</b> 18058
		<b>INSURER B:</b> State Comp Ins Fund	35076
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 20-21 GL, WC(CA), UMB                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2071017	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PHPK2071017	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB703349	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	9223540-2020	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Sexual Abuse / Molestation		PHPK2071017	01/01/2020	01/01/2021	Limit: \$3,000,000	
						Aggregate: \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Glendale Unified School District is included as additional insured per the attached endorsement.

### CERTIFICATE HOLDER

### CANCELLATION

Glendale Unified School District  
223 North Jackson Street

Glendale

CA 91206

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Coast 2 Coast Coaching, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Sports For Learning</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4666 Cass St, Suite 200</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>San Diego, CA 92109</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number									
2	6	-	4	6	1	5	7	3	2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Nicholas Stenson</i>	Date ▶ 12/18/20
------------------	--	-----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

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 Agreement with Primex Clinical Laboratories, Inc. for COVID Testing**

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The Superintendent recommends that the Board of Education approve an agreement with Primex Clinical Laboratories, Inc. for COVID Testing from September 1, 2021 to June 11, 2022 for a not to exceed amount of \$56,000 paid from COVID funds.

Primex Labs will be used in partnership with existing testing resources provided by Mend Urgent Care, Vital Healthcare and Maxim Healthcare. Primex Labs works with other local medical providers using the medical insurance system, which substantially lowers the cost for the District, and is at no cost for the parents of students and employees being tested. Primex Labs will initially be used for COVID testing with high school athletics.

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

## 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 Primex Clinical Laboratories, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide, implement, and operate, COVID-19 testing program for students enrolled in the District at various school sites. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum A “Scope of Work,” with a not-to-exceed amount of \$56,000.

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 A “Scope of Work” and factored into the compensation paid by the District to the Contractor.

5. **Materials**

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

6. **Independent Contractor**

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

business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

## 7. **Joint Employer**

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

## 8. **Contractor's Employee Processing**

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

the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services,



the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## 15. Termination

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

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

## 16. Certificates/Permits/Licenses

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

## 17. Delivery

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

///

**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: Stephen Dickinson

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 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: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

**ADDENDUM A**

**SCOPE OF WORK**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

See attached "Proposal For Services"



**ADDENDUM B**

**“Cost Proposal”**

Included in Addendum A

**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: \_\_\_\_\_

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: \_\_\_\_\_

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXHIBIT "D"**  
**TUBERCULOSIS CLEARANCE**

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

I am a representative of the \_\_\_\_\_ ("Contractor") 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: \_\_\_\_\_

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 \_\_\_\_\_ ("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: \_\_\_\_\_

## PROPOSAL FOR SERVICES

### Summary

Glendale Unified School District (GUSD) is a school district based in Glendale, CA and serves nearly 26,000 students and is made up of, among other sites, 20 elementary schools, 4 middle schools, 3 comprehensive high schools, 1 magnet high school, and 1 continuation high school.

Primex Clinical Laboratories, Inc. (Primex) is a laboratory based in Los Angeles, CA and provides clinical diagnostic testing services throughout Southern California.

Mend Health, Inc. (Mend) is a medical group based in Los Angeles, CA and performs medical services including medical assessments, evaluations, and collection of specimen for diagnostic testing.

It is understood GUSD is seeking services to support its on-going efforts to monitor, screen and detect the presence of the COVID-19 virus (SARS-CoV-2) among its student and faculty population (COVID Testing).

### Services

Primex shall provide to GUSD the following:

- Laboratory testing services in accordance with industry standards across 4 designated RT-PCR platforms
- 24-hour turnaround on COVID Testing
- Remote entry and QR code identification for patients to submit for testing
- Portal results with tracking and remote access for GUSD administration

Mend shall provide to GUSD the following:

- Medical evaluations for students and faculty seeking COVID Testing
- On-site collection of specimen based on schedule determined by GUSD
- Delivery of specimen to Primex for processing daily
- Anterior nares, nasopharyngeal, and oropharyngeal (oral) swab collection options
- Rapid antigen on-site, as needed and in addition to lab-based PCR testing

### Schedule

Primex and Mend to develop and execute a testing program in accordance with the Los Angeles Department of Public Health (LADPH) Health Order, Appendix S "Protocol for Organized Youth Sports." Additional medical and laboratory services may be rendered, as needed, based on GUSD's needs and requests

GUSD to determine the best schedule to meet the requirements of LADPH Youth Sports Protocols. Services will be provided as follows:

- Monday – Times/Locations TBD
- Tuesday – Times/Locations TBD
- Wednesday – Times/Locations TBD
- Thursday – Times/Locations TBD
- Friday – Times/Locations TBD

GUSD, Primex, and Mend to discuss additional schedule needs as requirements and needs evolve.



### Compensation

Primex will seek reimbursement as follows:

- Submit claims to medical insurance carriers for COVID Testing, as appropriate, or HRSA program for all patients that do not have insurance or lack immigration status.
- In the event medical insurance/HRSA do not provide payment after reasonable efforts to collect, GUSD will be billed \$56.00 for laboratory services per patient. Billed Monthly on the 14<sup>th</sup> of each month.

Mend will seek reimbursement as follows:

- Submit claims to medical insurance carriers for COVID Testing, as appropriate, or HRSA program for all patients that do not have insurance or lack immigration status.
- In the event medical insurance/HRSA do not provide payment after reasonable efforts to collect, GUSD will be billed \$12.00 for evaluation and collection services per patient. Billed Monthly on the 14<sup>th</sup> of each month.

### Term

One (1) year with automatic renewals thereafter unless terminated by either party without cause via ninety (90) day written notice or with cause via thirty (30) day written notice

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 13

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Agreement with Mend Urgent Care for COVID Testing**

The Superintendent recommends that the Board of Education approve an agreement with Mend Urgent Care for COVID Testing from September 1, 2021 to June 11, 2022 for a not to exceed amount of \$12,000 paid from COVID funds.

Mend will be used in partnership with existing testing resources provided by Primex Clinical Laboratories, Vital Healthcare and Maxim Healthcare. Mend works with other local medical providers using the medical insurance system, which substantially lowers the cost for the District, and is at no cost for the parents of students and employees being tested. Mend will initially be used for COVID testing with high school athletics.

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

**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 Mend Urgent Care, 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 September 1, 2021 and will diligently perform as required throughout the 2021-22 School Year and complete performance by June 11, 2022.

2. **Scope of Services**

Contractor will provide, implement, and operate, COVID-19 testing program for students enrolled in the District at various school sites. Contractor will fully staff the program with the necessary personnel to cover every aspect of the program. Contractor shall furnish all necessary supplies and/or equipment to operate the program.

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 A “Scope of Work,” with a not-to-exceed amount of \$12,000.

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 A “Scope of Work” and factored into the compensation paid by the District to the Contractor.

5. **Materials**

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

6. **Independent Contractor**

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

business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

## **7. Joint Employer**

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

## **8. Contractor's Employee Processing**

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

the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

#### **9. Conduct on District Premises**

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

#### **10. Anti-Discrimination**

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

#### **11. Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services,

the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

## **12. Limitation of District Liability**

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

## **13. Confidentiality**

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

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

## 15. Termination

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

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

## 16. Certificates/Permits/Licenses

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

## 17. Delivery

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

///



**18. Notice**

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: Stephen Dickinson

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**19. Assignment**

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

**20. No Rights in Third Parties**

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

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

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

**22. Submittal of Documents**

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

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

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 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: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Other: \_\_\_\_\_

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

**Glendale Unified School District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Print Name

Dated: \_\_\_\_\_, 2021

**ADDENDUM A**

**SCOPE OF WORK**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

See attached "Proposal For Services"

**ADDENDUM B**

**“Cost Proposal”**

Included in Addendum A

**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: \_\_\_\_\_

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: \_\_\_\_\_

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXHIBIT "D"**  
**TUBERCULOSIS CLEARANCE**

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

I am a representative of the \_\_\_\_\_ ("Contractor") 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: \_\_\_\_\_

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 \_\_\_\_\_ ("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: \_\_\_\_\_

## PROPOSAL FOR SERVICES

### Summary

Glendale Unified School District (GUSD) is a school district based in Glendale, CA and serves nearly 26,000 students and is made up of, among other sites, 20 elementary schools, 4 middle schools, 3 comprehensive high schools, 1 magnet high school, and 1 continuation high school.

Primex Clinical Laboratories, Inc. (Primex) is a laboratory based in Los Angeles, CA and provides clinical diagnostic testing services throughout Southern California.

Mend Health, Inc. (Mend) is a medical group based in Los Angeles, CA and performs medical services including medical assessments, evaluations, and collection of specimen for diagnostic testing.

It is understood GUSD is seeking services to support its on-going efforts to monitor, screen and detect the presence of the COVID-19 virus (SARS-CoV-2) among its student and faculty population (COVID Testing).

### Services

Primex shall provide to GUSD the following:

- Laboratory testing services in accordance with industry standards across 4 designated RT-PCR platforms
- 24-hour turnaround on COVID Testing
- Remote entry and QR code identification for patients to submit for testing
- Portal results with tracking and remote access for GUSD administration

Mend shall provide to GUSD the following:

- Medical evaluations for students and faculty seeking COVID Testing
- On-site collection of specimen based on schedule determined by GUSD
- Delivery of specimen to Primex for processing daily
- Anterior nares, nasopharyngeal, and oropharyngeal (oral) swab collection options
- Rapid antigen on-site, as needed and in addition to lab-based PCR testing

### Schedule

Primex and Mend to develop and execute a testing program in accordance with the Los Angeles Department of Public Health (LADPH) Health Order, Appendix S "Protocol for Organized Youth Sports." Additional medical and laboratory services may be rendered, as needed, based on GUSD's needs and requests

GUSD to determine the best schedule to meet the requirements of LADPH Youth Sports Protocols. Services will be provided as follows:

- Monday – Times/Locations TBD
- Tuesday – Times/Locations TBD
- Wednesday – Times/Locations TBD
- Thursday – Times/Locations TBD
- Friday – Times/Locations TBD

GUSD, Primex, and Mend to discuss additional schedule needs as requirements and needs evolve.

### Compensation

Primex will seek reimbursement as follows:

- Submit claims to medical insurance carriers for COVID Testing, as appropriate, or HRSA program for all patients that do not have insurance or lack immigration status.
- In the event medical insurance/HRSA do not provide payment after reasonable efforts to collect, GUSD will be billed \$56.00 for laboratory services per patient. Billed Monthly on the 14<sup>th</sup> of each month.

Mend will seek reimbursement as follows:

- Submit claims to medical insurance carriers for COVID Testing, as appropriate, or HRSA program for all patients that do not have insurance or lack immigration status.
- In the event medical insurance/HRSA do not provide payment after reasonable efforts to collect, GUSD will be billed \$12.00 for evaluation and collection services per patient. Billed Monthly on the 14<sup>th</sup> of each month.

### Term

One (1) year with automatic renewals thereafter unless terminated by either party without cause via ninety (90) day written notice or with cause via thirty (30) day written notice

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

ACTION REPORT NO. 14

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Superintendent's Office

**SUBJECT: Resolution No. 2 – Resolution of the Board of Education of the  
Glendale Unified School District Authorizing COVID 19 Vaccination  
Requirements for All Employees**

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The Superintendent recommends that the Board of Education adopt Resolution No. 2 – Authorizing COVID-19 vaccination requirements for all employees by November 1, 2021.

Los Angeles County, along with the rest of California and the U.S., is in the midst of a worldwide COVID-19 pandemic.

COVID-19 pandemic is a critical challenge for schools with rapid spread of the Delta variant. Schools are the fabric of our community and reflect level of community transmission of the COVID-19. GUSD and other school districts have to make major adjustments and implement new processes. Unvaccinated persons are more likely to get infected and spread the virus.

By requiring our employees to be fully vaccinated, we are protecting the health, safety, and well-being of its employees, students and the surrounding community. The district desires to implement a COVID-19 vaccine requirement for all employees.

Our labor partners were informed of the district's desire to require vaccinations for all employees by November 1, 2021.

GLENDALE UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2

**RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED  
SCHOOL DISTRICT AUTHORIZING COVID-19 VACCINATION REQUIREMENTS  
FOR ALL EMPLOYEES**

WHEREAS, the paramount responsibility of the Governing Board of the Glendale Unified School District is to provide for the health and safety of its students and staff; and

WHEREAS, Los Angeles County, along with the rest of California and the U.S., is in the midst of a worldwide COVID-19 pandemic; and

WHEREAS, a surge of COVID-19 infections has recently occurred including Los Angeles County largely resulting from the highly transmissible Delta variant; and

WHEREAS, COVID-19 vaccines have proven to be safe and highly effective at curbing the spread of COVID-19 and preventing hospitalizations and deaths; and

WHEREAS, over 90% of COVID-19 infections are currently occurring in individuals who have not been vaccinated against COVID-19; and

WHEREAS, the Pfizer vaccine has been fully authorized for use by the FDA for individuals 16 and over and the Pfizer, Moderna and Johnson & Johnson vaccines have emergency use authorization for individuals 12 and over; and

WHEREAS, 62.1% of eligible individuals in the city of Glendale and 77.9% of eligible individuals in La Crescenta/Montrose have been vaccinated against COVID-19; and

WHEREAS, unvaccinated employees are at greater risk of contracting and spreading COVID-19 within the workplace and to the district community; and

WHEREAS, students benefit from in-person learning, and the health and wellbeing of students and employees during the 2021-22 academic year is a top priority.

NOW, THEREFORE, BE IT RESOLVED that the Glendale Unified School District Board of Education finds and orders that:

1. There exists a health emergency that requires action to safeguard students and staff against risks of infection, illness, hospitalization, and death from COVID-19.
2. All GUSD employees are required to be fully vaccinated against COVID-19 before November 1, 2021.
3. All GUSD employees are required to provide proof of vaccination or undergo testing (a minimum of once a week) to show they are not infected by COVID-19 until becoming fully vaccinated.
4. It is also strongly recommended that families and students ages 12 and over be vaccinated.
5. The Board hereby delegates to the Superintendent the authority to implement and modify these requirements, including based upon changing conditions, and to maintain conformance with the requirements of the Los Angeles County Public Health Department and other applicable authorities.



**PASSED, APPROVED, AND ADOPTED** this 31<sup>st</sup> day of August 2021, at a regular meeting of the Glendale Unified School District Board of Education, Los Angeles County, California.

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Shant Sahakian President

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Nayiri Nahabedian, Vice President

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Gregory S. Krikorian, Clerk

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Jennifer Freemon, Member

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Dr. Armina Gharpetian, Member

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 1

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

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

- a) Regular Meeting No. 2, August 10, 2021
- b) Special Meeting No. 3, August 16, 2021

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

**BOARD OF EDUCATION MEETING NO. 2**  
**UNADOPTED MINUTES**  
**REGULAR MEETING, August 10, 2021**

**CALL TO ORDER AND ROLL CALL**

The regular meeting of the Glendale Unified School District Board of Education was called to order by Mr. Shant Sahakian, president of the Board of Education, at 4:35 p.m., on Tuesday, August 10, 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**

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

**PUBLIC COMMUNICATIONS**

1. Jordan Henry spoke about the Southern Poverty Law Center's Social Justice Standards. He is arguing for political neutrality in schools. He urged the Board today to cut all ties with SPLC because all roads within this framework lead back to radical Marxian critical terrorism. Instead, please consider working with groups such as Alliance for Constructive Ethnic Studies (ACES) to develop a non-politicized curriculum that is respectful and appropriate for all students.

PUBLIC COMMUNICATIONS (Continued)

2. Chris Davis, GTA president, said we are in a challenging moment as we approach school. Reality is that nothing that GUSD does will make us all happy. GUSD must take bold steps now. GTA has offered a plan to GUSD, which includes COVID testing for all, mask wearing inside and outside, and virtual gathering so that family members do not have to risk their health. He asked that we collaborate with educators about new programs because they know students best. We have new issues and challenges. GTA has offered a way forward that GUSD can afford. The proposal outlines concrete actions that the district can take. Let us meet and agree so that our families, teachers, and staff will return to campus next week with a level of comfort that GUSD has done everything they can for a safe, learning environment.
3. Courtney Gatewood, parent, said yesterday they delivered a letter regarding safety and equity concerns that has now been signed by 500 people. We need to prioritize our children's health and safety. We need to reinstate outdoor masking. We need to mandate testing and make sure that those with cold symptoms are not coming to school. We need to do all we can do. These are temporary achievable measures.
4. Karen Morris, parent, appealed to the Superintendent and Board to institute mandatory weekly COVID testing and enforce masks outdoors. LAUSD is doing it and we must follow suit. She also wants to see a written plan of action for when a student tests positive for COVID. Who will be notified and when. There is an alarming rise in children receiving COVID. She cannot understand why we would not want to test everyone every week or enforce mask wearing outdoors. Why are you not doing everything to keep our kids safe?
5. John Ballon, parent, said this is really a pandemic of the unvaccinated, which for GUSD is our elementary children. There are two concrete actions that we can do: mandatory PCR testing on weekly basis and mandating all adults on elementary school campuses to be vaccinated. These steps must be taken.
6. Karin Whang, parent, requested masking be required indoors and outdoors since our elementary children are not eligible for vaccination. She also requested mandatory COVID testing be done. Concerning Independent Study, not having a connection with their home school will create harm for students.
7. Michelle Nishikawa, parent, requested mandated weekly COVID testing. Children under 12 accounted for 19% of COVID cases according to the American Academy of Pediatric Academy. We are seeing all of the new infections among the unvaccinated. COVID 19 testing for K-12 schools is a powerful prevention of transmission. On August 5, the LA Public Health released a statement, which said that all unvaccinated students and adults should be included in routine testing. Testing is free. Glendale has a low vaccination rate. It makes them concern for our kids.

PUBLIC COMMUNICATIONS (Continued)

8. James Ashley, parent, also echoed what other parents have said. The speed of the Delta variant has left scientists nervous of what the virus will do next. This variant is different. Scientists are trying to understand why this variant is so successful. He made the decision to wait until his son can be vaccinated. He asked if we would reconsider and permit the webcam option in the classroom, so his child can at least tune in and not miss out until his child can get vaccinated.
9. David Sedgewick, parent, and substitute teacher, said they are choosing to keep their daughter out of school because they are concerned about the Delta variant. He would like to see us follow LAUSD with regular testing every week and outdoor masking. He is exposing himself to unvaccinated elementary school children. Substitute teachers move from school to school. If you test regularly, you will reduce the transmission. He suggested that staff be given additional paid sick leave so that if they do test positive for COVID or have the symptoms they can stay home while not impacting their income.
10. Jane O'Neill, parent, has two kids enrolled in the district and both are too young to be vaccinated. Medical experts are saying right now that the best way to protect unvaccinated children is to surround them with vaccinated people. Thousands of children are returning to school in one week and about 40% of them are coming from unvaccinated homes. We are very thankful for the IS program and will be utilizing it until it is safe to return to in-person learning. Her question is, "Why do her kids have to stay home? Why aren't we mandating vaccines for all teachers, staff, and attending families?" If the Board is concerned about the mental and emotional health of all children, they should act accordingly. Change requirements for in-person attendance, or increase virtual contact for IS students to ensure greater mental and emotional health. We want to see outdoor masking at schools, because schools are crowded public places. We want to see surveillance testing as other neighboring districts like Burbank and LAUSD are doing.
11. Rosie Harald echoed what every parent had said. They are new to Glendale. Mandatory weekly testing is the best way to track where our schools are. Moreover, indoor and outdoor masking keeps the virus under control. We are trusting you to put our children's health first. These precautions must be taken to avoid outbreak and keep the virus out of our schools.
12. Kim Chavez, parent, said her request is what every parent had said today. She is concerned about sending her children back to school. She asked that we mask indoors and outdoors, maintain distancing, and that adults working with children be vaccinated. We have wonderful weather here; therefore, we should utilize outdoor classes. Do the responsible thing and put in safety measures for their children's safety. She does not feel that this is being done. She hopes the parents voices will be taken seriously today.

CLOSED SESSION

The Board recessed to Closed Session at 5:10 p.m. to discuss the following:

1. Conference with GUSD Labor Negotiators pursuant to Government Code Section 54957.6:  
Agency designated representatives: Dr. Darneika Watson and Mr. David Greco  
Employee organization: Glendale Teachers Association and California School Employees Association-Glendale Chapter No. 3.
2. Threat to Public Services or Facilities (Government Code Section, §54957)  
Consultation with: Dr. Vivian Ekchian, Superintendent
3. Conference with Legal Counsel – Litigation – Significant exposure to litigation pursuant to paragraph(2) of subdivision(d) of Section §54956.9:  
(1) LA-CO-1800-E  
(2) EEOC Charge No. 480-2021-02367
4. Conference with Legal Counsel – Anticipated litigation – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section §54956.9: One potential case

CALL TO ORDER/RETURN TO REGULAR MEETING

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

SUPERINTENDENT'S UPDATE

1. 2021 -2022 School Year Update  
It was agreed by the Board to require regular COVID-19 testing for all employees, unless they can provide proof of vaccination.
2. First Day of School

INFORMATION

1. 2021-2022 Board Priorities
2. 2020 Census and Trustee Election Area Process
3. Proposed Revisions to and Retirement of Board Policies Related to Instruction
4. Proposed New Course of Study Outline for Philosophy
5. Acknowledgements of Service

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

ACTION REPORTS

1. Approval of Agreement with Critical Response Group to Create Site Maps for all GUSD Buildings

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

2. Approval of Services Agreement Between Foothill SELPA and Sunbelt Staffing

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

CONSENT CALENDAR

1. Minutes
  - a. Regular Meeting No. 1, July 13, 2021
2. Certificated Personnel Report No. 2
3. Classified Personnel Report No. 2
4. Warrants totaling \$17,782,086.04 for July 1, 2021 through August 5, 2021
5. Purchase Orders totaling \$397,747.58 for the period ending June 30, 2021
6. Appropriation Transfer and Budget Revision Report
7. 2020-21 End-of-Year Transfer of Cash Balance from the General Fund/COVID-19 Fund (01.0) to the Child Development Fund (12.0)
8. Approve Submittal of Letter of Intent to Receive Mandate Block Grant Funding from California Department of Education (CDE) for 2021-22 School Year
9. Authorization to Partner with Copia Food Waste Management by Donating Surplus Edible Items
10. Agreement with Sedgwick to Provide Third Party Claims Administration
11. Approval of Agreement with Maxim Healthcare for Nursing Services that May be Required Due to COVID-19 from 7-1-21 through 6-30-22
12. Approval of Notice of Completion for Bid No. 206-20/21 with Chalmers Construction Services, Inc. for Window Replacement Project at Lincoln Elementary School
13. Rejection of Claim

MINUTES: August 10, 2021 – Regular Board Meeting

CONSENT CALENDAR (Continued)

14. Approval of Services Agreement Between Glendale Unified School District and The Stepping Stones Group LLC
15. Approval of Basic Textbooks for Use in Middle and High Schools in the Area of World Languages and Cultures
16. Acceptance of Los Angeles County Arts Ed Collective Advancement Grant
17. Approval of Agreement with the University of California, Los Angeles, Graduate School of Education and Information Studies-Center X, to Provide Professional Development Training and Support for Introduction to Data Science (IDS) Courses
18. Approval of Contract with InnovateEd
19. Approval of Memorandum of Understanding Between Glendale Community College District and the Foothill Special Education Local Planning Area for the California Adult Education Program
20. Approval of Memorandum of Understanding Between Glendale Community College District and Glendale Unified School District for the California Adult Education Program Consortium
21. Approval of Proposed Revisions to and Retirement of Board Policies Related to Instruction
22. Agreement with California State University Dominguez Hills
23. Agreement with Raptor Technologies for Emergency Management System for GUSD sites
24. Agreement with the City of Glendale for 2021-22 Public Safety Support
25. Approval of Amended Agreement with the Los Angeles County Sheriff's Department for 2021-22 Public Safety Support
26. Acceptance of Gifts

It was moved by Mrs. Freemon and seconded by Dr. Gharpetian to approve the Consent Calendar, as presented. Motion approved unanimously, except on Consent Item No. 2, page 98, in which Mr. Krikorian abstained. AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

REPORTS FROM THE BOARD

Mr. Krikorian said the safety of our teachers, students, and staff is our priority. He is praying for the best for everyone.



REPORTS FROM THE BOARD (Continued)

Dr. Gharpetian is very excited and looks forward to seeing our students. We are confident with the safety measures GUSD has in place. We have been dealing with this for a year and half. We look forward to welcoming our students back on campus.

Ms. Nahabedian stated August 18 is the first day of school. GUSD has done many things to create a safe environment with improvement to our air filtration system, signage, hand washing stations, cleaning, outdoor areas, etc. We continue to add to these safety protocols. We made decisions today about vaccines and testing. Clarity is important; parents need to know what will be asked of their kids. She feels positive of the decisions that have been made. She looks forward to seeing everyone on August 18.

Ms. Freemon said situations have changed, but our basic safety measures have not changed. What we have been doing has been working. We had various opportunities to figure out what works with the technology pods and hybrid learning. She is confident of a safe return to school as we do have a plan. Families need to make individual choices. We did not talk about what happens when we have students quarantined, as this is something we need to work with our teachers. More information will be coming out. You need to vaccinate and we need to wear a mask. That is how we keep our community safe and healthy.

Mr. Sahakian wished everyone a successful and safe school year. He is looking forward to welcoming everyone back to school on August 18.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian is incredibly excited to welcome our students back to school, whether in-person or independent study. Addressing the needs of the whole child is very important. Social emotional support will be provided to our students, as many of them have not been on campus for over a year. This is the path we are reimagining and rebuilding our school district post pandemic. She appreciates all the feedback we are receiving.

ADJOURNMENT

There being no further business, President Sahakian adjourned the meeting at 9:55 p.m.

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Shant Sahakian  
President, Board of Education

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Gregory S. Krikorian  
Clerk, Board of Education

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

**BOARD OF EDUCATION MEETING NO. 3**  
**UNADOPTED MINUTES**  
**SPECIAL MEETING, August 16, 2021**

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 6:40 p.m. on August 16, 2021, in Room 402 of the Administration Center, 223 North Jackson Street, Glendale, California. The following members were present for roll call: Mrs. Jennifer Freeman, Dr. Armina Gharpetian, Mr. Greg Krikorian, Ms. Nayiri Nahabedian, and Mr. Shant Sahakian.

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

PLEDGE OF ALLEGIANCE

Mr. Sahakian 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 Mrs. Freeman. Motion approved unanimously. AYES—Freeman, Gharpetian, Krikorian, Nahabedian, and Sahakian.

PUBLIC COMMUNICATIONS

1. Chris Davis, GTA president, said GTA was rather discouraged by the counter proposal by the district. They were hoping for some agreement in health and safety. These are the four areas they hope the Board will discuss and consider this evening:
  1. Physical distancing pertaining to indoor assemblies and gatherings.
  2. Issue of not wanting to advise all individuals who were in the same classroom as an infected individual to test and/or quarantine.
  3. Outdoor masking. We know masking really works. He hopes we can find some common ground.
  4. Mandatory COVID testing for students. We need a more robust testing program for our students.

PUBLIC COMMUNICATIONS (Continued)

2. Toni Ann Carafotes, parent, said she sent a letter to the Board members. She has a child at Rosemont. Her stepson is at CV High. She understands there is a lot of unrest from those wanting outdoor masking and weekly testing. It's been a little confusing for parents and they are fearful that it will be mandated. Mandatory masking will create more distance and isolation among the students. She is concerned about her daughter's anxiety level and mental health as she adjusts to a new school, especially during COVID when everyone is wearing masks.
  
3. Matt Oduña, parent, is an actor and works in education. He teaches at a fine arts college where the ratio of students is 12-1. Students at the school where he teaches all have to wear masks; everyone must be vaccinated. He undergoes mandatory testing when he works on sets, everyone must be wearing masks or face shields when not on camera. He knows all of the board members are people of good will; however, the Glendale Unified approach to the mandatory safety protocols are confusing and frightening for parents. Science tells us it's not a matter of if kids get sick, but when. Weekly testing and mandatory masks just make sense. He is excited for the prospect of his daughter finally having interaction after a year at home, but he is frightened that students will not have to wear masks all the time. As a parent, he is asking the Board to mandate masks and weekly testing.

CLOSED SESSION

The Board convened to Closed session at 6:55 p.m. to discuss the following:

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 pursuant to Government Code Section 54957  
Consultation with Dr. Vivian Ekchian, Superintendent

RETURN TO REGULAR MEETING

The Board reconvened to open session at 8:45 p.m. No action was taken during Closed Session.

ADJOURNMENT

There being no further business, Mr. Sahakian adjourned the meeting at 8:45 p.m.

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Shant Sahakian  
President, Board of Education

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Gregory S. Krikorian  
Clerk, Board of Education

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 3

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

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Maternity Leave of Absence</u>		
1.	Mitropoulos, Daphane Teacher, Special Education Glendale High School	9/07/21 through 12/23/21
<u>Extension of Maternity Leave of Absence</u>		
1.	Chobanyan, Vera Teacher, Early Education Columbus Elementary CDCC	4/07/21 through 11/26/21
<u>Parental Leave of Absence</u>		
1.	Witt, Kevin Teacher, Regular Physical Education Toll Middle School	8/30/21 through 9/24/21
<u>Health Leave of Absence</u>		
1.	Majarian, Nvard Teacher, Regular 5 <sup>th</sup> Grade Jefferson Elementary	8/16/21 through 9/18/21
2.	Shermer, Bonnie Teacher, Early Education La Crescenta Elementary CDCC	8/16/21 through 10/17/21

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Health Leave of Absence (Cont.)</u>			
3.	Sparks, Ashley	Teacher, Regular Intervention Columbus Elementary	8/10/21 through 9/25/21
4.	Vasquez, Sierra	Teacher, Regular Math Crescenta Valley High School	8/16/21 through 9/13/21
5.	Vigil, Guadalupe	Visual Impaired Specialist Foothill SELPA	8/04/21 through 9/21/21
<u>Family &amp; Medical Leave of Absence</u>			
1.	Alvis, Robin	Teacher, Regular 2 <sup>nd</sup> Grade Balboa Elementary	7/09/21 through 9/30/21
2.	Kneisel, Josephine B.	Teacher, Temp Contract 3 <sup>rd</sup> Grade Cerritos Elementary	7/13/21 through 10/01/21
3.	Majarian, Nvard	Teacher, Regular 5 <sup>th</sup> Grade Jefferson Elementary	8/16/21 through 9/18/21
4.	Mitropoulos, Daphane	Teacher, Special Education Glendale High School	9/07/21 through 12/23/21
5.	Shermer, Bonnie	Teacher, Early Education La Crescenta Elementary CDCC	8/16/21 through 10/17/21
6.	Sparks, Ashley	Teacher, Regular Intervention Columbus Elementary	8/10/21 through 9/25/21
7.	Vasquez, Sierra	Teacher, Regular Math Crescenta Valley High School	8/16/21 through 9/13/21

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Family &amp; Medical Leave of Absence (Cont.)</u>		
8.	Vigil, Guadalupe Visual Impaired Specialist Foothill SELPA	8/04/21 through 9/21/21
9.	Witt, Kevin Teacher, Regular Physical Education Toll Middle School	8/30/21 through 9/24/21
<u>Extension of Family &amp; Medical Leave of Absence</u>		
1.	Chobanyan, Vera Teacher, Early Education Columbus Elementary CDCC	4/07/21 through 9/01/21
<u>Intermittent Family &amp; Medical Leave of Absence</u>		
1.	Anderson, Patricia Teacher Specialist Muir Elementary	8/26/21 through 10/14/21
<u>Additional Assignment</u>		
1.	Arutyunyan, Anahit Hande, Marilyn Ishoo, Sabrina TK/Kinder Family Involvement and Engagement – 6 Family nights focusing on home school connection, SEL, and literacy to be led by TK and Kinder teachers. Columbus Elementary	8/09/21 through 6/30/21 Not to exceed \$3,780.00 21-22 Expanded Learning Opportunities Grant 01.0 74250.0 11301 10000 1110 2300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Additional Assignment (Cont.)</u>			
2.	Aguilar, Leanne Alaverdyan, Nune Arutyunyan, Anahit Balcomb, Kimberly Bennett, Jodi Boyce Beshavard, Simin Boyd, Mark Castren, Paige Field, Steven Hande, Marilyn Ishoo, Sabrina Khodagulyan, Tatevik Lopez, Rebecca Majers, Curtis Meadows, Sarah J. Micev, Mary Pozo Jones, Nancy Rivera-Elekes, Vanessa Sasse, Collin J. Shahbazian, Noyemik Sparks, Ashley Zimmerman, Anders J.	Homework Help (Grades 1-5) Certified teachers to provide assistance 2 hour sessions per week for each grade level (2 hours/week x 5 teachers x 32 weeks). Columbus Elementary	8/19/21 through 6/13/22 \$34.00 per hour Not to exceed \$15,000.00 21-22 Expanded Learning Opportunities Grant 01.0 74250.0 11301 10000 1110 2300000
3.	Clarke, Andra D.	Teacher, as needed, to work as Assistant to the Principal, Cloud Pre-School, Special Education.	8/01/21 through 6/30/22 \$73.89 per month, 11 months Special Education – Cloud 01.0 65000.0 57301 11100 1170 0000600
4.	Guevara, Luis Alonso	Teacher Specialist, as needed, to work for Special Education: Extended Session Year coverage, Pre- School Assessment and Non-Public School Calendar. Special Education	8/13/21 Established daily rate of pay Special Education – SAI Core 01.0 65000.0 57608 11200 1130 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
5.	Keuroghlian, Houri Teacher Specialist, as needed, to work 10 days to assist with the opening and closing of the 21-22 school year at Columbus Elementary School.	8/02/21 through 6/30/22 Daily rate of pay Not to exceed 10 days Title I 01.0 30100.0 11100 10000 1130 2300000
6.	Saw, Win Teacher, as needed, to assist other teachers with technical set ups in classrooms for the new school year. (post COVID) Crescenta Valley High School	8/01/21 through 6/30/22 Hourly rate of pay Not to exceed 100 hours 01.0 74250.0 11303 10000 1130 0100000

Change of Assignment

1.	McPhillips, Cheryl TO: Teacher GUSD Independent Study Verdugo Academy  FROM: Teacher, Regular Glenoaks Elementary	Effective 8/16/21 186 days
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Voluntary Increase in Assignment

1.	Cheon, Yunseong Teacher, Regular Foreign Language Rosemont Middle School	Effective 8/16/21 From 60% to 80%
2.	DeBellis, Theresa Teacher, Regular 4 <sup>th</sup> Grade Glenoaks Elementary	Effective 8/16/21 From 50% to 100%
3.	Khemichian, Narineh A. Psychologist Special Education	Effective 7/01/21 From 60% to 100%



		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Voluntary Increase in Assignment (Cont.)</u>			
4.	Lau, Caroline	Teacher, Regular 2 <sup>nd</sup> Grade Glenoaks Elementary	Effective 8/16/21 From 50% to 100%
5.	Tanahan, Edit	Teacher, Regular AP Calculus Crescenta Valley High School	Effective 8/16/21 From 60% to 80%
<u>Election to Management Position</u>			
1.	#51436	Assistant Principal, Middle School Roosevelt Middle School	Effective 9/01/21 210 days
2.	Crummer, Kelly	Psychologist, Probationary, 1 <sup>st</sup> year Special Education	Effective 9/01/21 205 days
3.	#51461	Interim Coordinator II Equity, Access & Family Engagement	Effective 9/07/21
4.	Ramin, Jasmine	Psychologist, Probationary, 1 <sup>st</sup> year Special Education	Effective 9/01/21 205 days
5.	Robinson, Rashida	Assistant Principal, Probationary, 1 <sup>st</sup> year Toll Middle School	8/11/21 through 6/30/22 210 days

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Management Position</u>			
1.	#38612	TO: Assistant Principal, High School Hoover High School	Effective 9/01/21 210 days
2.	#12403	TO: Assistant Principal, Elementary School Monte Vista Elementary	Effective 9/01/21 205 days
3.	#38225	TO: Assistant Principal, High School Glendale High School	Effective 9/01/21 210 days
4.	#17671	TO: Principal, Elementary Valley View Elementary	Effective 9/07/21 210 days
<u>Election</u>			
1.	Adler Stern, Daniel	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
2.	Aleksanyan, Lilit	Teacher, Temp Contract Jefferson Elementary	8/16/21 through 6/14/22
3.	Amir Ali, Kiran	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
4.	Arevalo, David	Teacher, Temp Contract Online College & Career Academy	8/16/21 through 6/14/22
5.	Argudo, Courtney	Teacher, Temp Contract Fremont Elementary	8/16/21 through 6/14/22
6.	Arutyunyan, Irene	Teacher, Temp Contract Balboa Elementary	8/16/21 through 6/14/22
7.	Asatryan, Karine	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
8.	Azaryan, Marina	Teacher, Temp Contract Marshall Elementary	8/16/21 through 6/14/22
9.	Batres, Lorena	Teacher, Temp Contract GUSD ID	8/16/21 through 6/14/22
10.	Battles, Sarah	Teacher, Temp Contract Cerritos Elementary	8/16/21 through 6/14/22
11.	Baznekian-Malhami, Aleksi	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
12.	Beghouzian, Katharine	Teacher, Temp Contract Edison Elementary	8/16/21 through 6/14/22
13.	Belshe, Chelsea	Teacher, Temp Contract Toll Middle School	8/16/21 through 6/14/22
14.	Boiler, Elizabeth	Teacher, Temp Contract Hoover High School	8/16/21 through 6/14/22
15.	Boon, Stephanie	Teacher, Temp Contract Toll Middle School	8/16/21 through 6/14/22
16.	Britt, Courtney	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22
17.	Brown, Amanda	Teacher, Temp Contract Verdugo Woodlands ES	8/18/21 through 6/14/22
18.	Callahan, Timothy	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
19.	Campbell, Allison	Teacher, Temp Contract Crescenta Valley High School	8/17/21 through 6/14/22
20.	Carbajal, Kristina	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
21.	Chavez Stedman, Madeline	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
22.	Chitgian, Jennifer	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
23.	Choi, Timothy	Teacher, Temp Contract Muir Elementary	8/16/21 through 6/14/22
24.	Combs, Sarah Jo	Teacher, Temp Contract Rosemont Middle School	8/16/21 through 6/14/22
25.	Contreras, Kathy	Teacher, Temp Contract Edison Elementary	8/16/21 through 6/14/22
26.	Daylami, Tahereh	Teacher, Temp Contract Roosevelt Middle School	8/17/21 through 6/14/22 60%
27.	Dishchkenian, Anzhela	Teacher, Temp Contract Roosevelt Middle School	8/16/21 through 6/14/22
28.	Douzart, Tiffany	Teacher, Temp Contract Hoover High School	8/16/21 through 6/14/22
29.	Eisenstein, Andrew	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22
30.	Elaryan, Anush	Teacher, Temp Contract Wilson Middle School	8/16/21 through 6/14/22
31.	Garcia, Rachel	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22
32.	Gershen, Jocelyn	Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22
33.	Gevorkian, Lala	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
34.	Ghazaryan, Laura	Teacher, Temp Contract Roosevelt Middle School	8/16/21 through 6/14/22
35.	Ghoslin, Bryan	Teacher, Temp Contract CTE Clark Magnet High School	8/24/21 through 6/14/22
36.	Gongora, Jamie	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
37.	Gunter, Martha	Teacher, Temp Contract Cerritos Elementary	8/16/21 through 6/14/22
38.	Heberger, Shannon	Teacher, Temp Contract Mountain Avenue Elementary	8/16/21 through 6/14/22
39.	Hoskins, Joshua	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
40.	Hur, Nara	Nurse, Temp Contract Health Services	8/16/21 through 6/14/22 40%
41.	Jacobo, Louie	Teacher, Temp Contract Wilson Middle School	8/19/21 through 6/14/22
42.	Kazanjan, Talar	Nurse, Temp Contract Student Services	8/16/21 through 6/14/22 40%
43.	Kingsbury, Katherine	Teacher, Temp Contract Verdugo Woodlands ES	8/16/21 through 6/14/22
44.	Knight, Devin	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22
45.	Lemaire, Michele	Teacher, Temp Contract Franklin Elementary	8/16/21 through 6/14/22
46.	Liverett, Richard	Teacher, Temp Contract Daily High School	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
47.	Lopez, Gilberto	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22
48.	Malik, Muhaimin	Teacher, Temp Contract Edison Elementary	8/16/21 through 6/14/22
49.	Mamtora, Shraddha	Teacher, Temp Contract CTE Glendale High School-80% Roosevelt Middle School-20%	8/16/21 through 6/14/22
50.	Medina, Rocio	Teacher, Temp Contract Edison Elementary	8/16/21 through 6/14/22
51.	Mejicanos, Maria	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
52.	Mesropian, Armenuhi	Teacher, Temp Contract Jefferson Elementary	8/16/21 through 6/14/22
53.	Mkrtchyan, Anna	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22
54.	Monaco, Elizabeth	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
55.	Olney, Alan	Teacher, Temp Contract Daily High School	8/16/21 through 6/14/22
56.	Ortiz, Wilbert	Teacher, Temp Contract Special Education Roosevelt Middle School	8/16/21 through 6/14/22
57.	Oskanian, Sevan	Teacher, Temp Contract GUSD Independent Studies	8/17/21 through 6/14/22
58.	Ovasapyan, Ariana	Teacher, Temp Contract GUSD Independent Studies	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
59.	Oviedo, Anthony	Teacher, Temp Contract Crescenta Valley High School	9/09/21 through 2/14/22
60.	Palian, Amy	Teacher, Temp Contract Clark Magnet High School/ Toll Middle School	8/16/21 through 6/14/22
61.	Partikian, Talin	Teacher, Temp Contract Marshall Elementary	8/16/21 through 6/14/22
62.	Perkins, Thea Marie	Teacher, Temp Contract Hoover High School	8/16/21 through 6/14/22
63.	Petrosian, Galia	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
64.	Porter, Tiffany	Teacher, Temp Contract CTE Glendale High School	8/19/21 through 6/14/22
65.	Raji, Yvie	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22
66.	Reed, Samuel	Teacher, Temp Contract Rosemont Middle School	8/16/21 through 6/14/22
67.	Riner-Constantino, Emily	Language, Speech & Hearing Specialist, Temp Contract	8/23/21 through 6/14/22
68.	Rose, Phillip	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
69.	Rousseau, Deborah	Teacher, Temp Contract Cerritos Elementary	8/16/21 through 6/14/22
70.	Sands, Troy	Teacher, Temp Contract Special Education	8/17/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
71.	Schechter, Ann	Teacher, Temp Contract Rosemont Middle School	8/16/21 through 6/14/22
72.	Sondergaard, Kaja	Teacher, Temp Contract Glenoaks Elementary	8/16/21 through 6/14/22
73.	Suh, Angela	Teacher, Temp Contract GUSD Independent Study	8/16/21 through 6/14/22
74.	Thomas, Carina	Teacher, Temp Contract Cerritos Elementary	8/16/21 through 6/14/22
75.	Torosyan, Tatevik	Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22
76.	Tovmasyan, Tatevik	Teacher, Temp Contract Jefferson Elementary	8/16/21 through 6/14/22
77.	Tumoine, Audrey	Teacher, Temp Contract Franklin Elementary	8/16/21 through 6/14/22
78.	Valenzuela, Laura	Teacher, Temp Contract Roosevelt Middle School	8/16/21 through 6/14/22
79.	Vartan, Rubina	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22 60%
80.	Verano, Michael J.	Teacher, Temp Contract Special Education Fremont Elementary	8/16/21 through 6/14/22
81.	Watson, Thomas	Teacher, Temp Contract Special Education	8/23/21 through 6/14/22
82.	Westrup, Alicia	Counselor, Temp Contract Glendale High School	8/16/21 through 6/14/22
83.	Zakarian, Emma	Teacher, Temp Contract Glendale High School	8/16/21 through 6/14/22



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
84.	Zuniga, Jennifer Teacher, Temp Contract Rosemont Middle School	8/16/21 through 6/14/22
<u>Election Hourly/Daily</u>		
1.	De Bruijn, Rens Jackson, Paula Ludwig, Hans Panosyan, Tamara Teachers, as needed, to plan and prepare for Math and Science elective classes at Wilson Middle School.	8/02/21 through 8/13/21 Regular hourly rate of pay Not to exceed 15 hours each Title I 01.0 30100.0 11100 10000 1130 0800000
2.	Akiyama, Elizabeth Akopian, Varoujan Barchan, Lane Belshe, Chelsea Bond, Emily Boon, Stephanie Bozoyan, Vahe Browne, Nicole Bryan, Marie Capdevila, Maria Cassels, Brian De La Garza, Brad De Luna, Violet Doolittle, Jason Estep, Amy Fabanish, Katherine Galvin, Alison Garcia, Michael Hall, Fonda Harmandayan, Roupem Hawker, Nancy Herrera, Andrea Hoppe, Julie Jackson, Kimberly Kho, Carminda Lee, Allison Lim, Jessie Lisiewicz, Danica Teachers, as needed, to provide activities during break time and before and after school to students at Toll Middle School.	8/01/21 through 6/30/22 \$34.00 per hour Not to exceed 3 teachers with 2 hours per week ELO Grant 01.0 74250.0 11303 10000 1130 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
	Lissebeck, Debra	
	Lopez, Joel	
	Luna, Javier	
	Mandjikian, Houry	
	Manin, Jerome	
	Mathevosian, Anzhik	
	McMillon, Sharon	
	Minasyan, Nina	
	Pakradouni, Aghavni	
	Palian, Amy	
	Panikowski, Michael	
	Perez, Rebecca	
	Pittman, Isabel	
	Poladian, Sarkis	
	Ponziano, Domenico	
	Rain III, Michael	
	Rogers, Emily	
	Sanchez, Jason	
	Shih, Curtis	
	Simonian, Talyn	
	Solsona Puig, Jordi	
	Soto, Jesus	
	Tashchian, Ani	
	Tashjian, Ishac	
	Tavener, Jennifer	
	Tcharkhoutian, Vahe	
	Trinidad, Ryan	
	Veloz, Torrey	
	Wenn, Jonathan	
	Witt, Kevin	
3.	Hacker, Elaine Simpson, Barbara Barnes, Judy Barnard, Barbara	Retired teachers, as needed, for intervention to support students learning below grade level at Verdugo Woodlands Elementary.  8/19/21 through 6/14/22 \$34.00 per hour Not to exceed \$50,000.00 01.0 74250.0 19011 10000 1130 0000611

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
4.	Lowe, Kristine Myles, Robbie Pugel-Gamez, Nicole	Teachers, as needed, to conduct training and other forms of technical assistance to support the beginning CTE teachers. Career Technical Education	6/26/21 through 7/31/22 \$50.00 per hour Not to exceed 150 hours each CTE Misc. CRY ROP 01.0 96350.1 38000 10000 1130 0000684
5.	Sondergaard, Roger Witt, Kevin	Teachers, as needed, to attend training and support during and after the Federal Program Monitoring Review.	8/03/21 through 12/07/21 \$31.00 per hour Not to exceed \$2,000.00 total Title I 01.0 30100.0 11100 10000 1130 0000673
6.	Hilario, Monica Kleinberg, Sarah Simonyan, Hasmik	Teacher Specialists, as needed, to attend training of the Federal Program Monitoring Review	8/09/21 Daily rate of pay Not to exceed one day each Title I 01.0 30100.0 11100 10000 1130 0000673
7.	Hacker, Elaine Simpson, Barbara Barnes, Judy Barnard, Barbara	Retired teachers, as needed, for intervention to support students learning below grade level at Verdugo Woodlands Elementary	8/19/21 through 6/14/22 \$34.00 per hour Not to exceed \$50,000.00 01.0 74250.0 19011 10000 1130 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
8.	Aldaco, Ruby Arenson, Paula Bell-Bottomley, Denise Campbell, Shellie Cicarelli, Julie Coram, Donella Dziok, Nancy Frakes, Kristin Garrubba, Jennifer Gunnoe, Ronnie Hall, Amber Harlan, Leslie Hardash-Pitt, Kimberly Hernandez, Marta Hickman, Beverly Haydt, Christina Lescher, Whitney Lyons-Heberger, Shannon Jeon, Melinda Schroeder, Kelly Silva, Renessa Smith, Katherine Stephan, Melissa Stout, Rachel Tamez, Elizabeth Young, Wendy	Teachers, as needed, to provide after school Student Enrichment/ Intervention at Mountain Avenue Elementary
		8/01/21 through 6/30/22 \$31.00 per hour for preparation Not to exceed \$2,500.00 \$34.00 per hour Not to exceed \$2,500.00 Not to exceed \$5,000.00 total Donations 01.0 95100.0 11100 10000 1130 3900000



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
10.	Anderson, Patricia Aroyan, Christine Burt, Christina Dionisio, Benedict Dreyfus, Martha Galvez-Grado, Sylvia Gang, Mark Hakopian, Narineh Hilario, Monica Hirdler, Tiffany Johnson, Tamara Keuroghlian, Houri Kleinberg, Sarah O'Rourke, Kathy Policky, Naeiri Reinhard, Anne Rios, Wendy Sarkissian, Adrineh Shahverdian, Estine Silva, Francesca Simonyan, Hasmik Tam, Anamarie Tamez, Elizabeth Yahiayan, Natalie	Teacher Specialists, as needed, to attend Professional Development training before school starts at Equity, Access and Family Engagement.
		8/12/21 Daily rate of pay Not to exceed 1 day each Supplemental 01.0 01000.0 11100 10000 1130 0000673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
11.	Babakhanian, Anna Balabanyan, Nvart Berberyan, Mariam Beshlian, Alice Burt, Christina Castillo, Liliana Garibyan, Monika Gonzalez, Alina Kataroyan, Talin Kzlyan, Armenui Lee, Jessica Nazarian, Tania O'Rourke, Roxanne Roses, Lauren Tam, Anamarie Yim-Kuros, Marcella	Teachers and Teacher Specialists, as needed, to attend ILT retreat to organize instructional year at Horace Mann Elementary School.  8/12/21 Substitute rate of pay Not to exceed 1 day each Supplemental 01.0 01000.0 11100 10000 1130 3500000
12.	Akiyama, Elizabeth Akopian, Varoujan Barchan, Lane Belshe, Chelsea Bond, Emily Boon, Stephanie Bozoyan, Vahe Browne, Nicole Bryan, Marie Capdevila, Maria Cassels, Brian De La Garza, Brad De Luna, Violet Doolittle, Jason Estep, Amy Fabanish, Katherine Galvin, Alison Garcia, Michael Hall, Fonda Harmandayan, Roupem Hawker, Nancy Herrera, Andrea	Teachers and Teacher Specialist, as needed, to plan for and to provide intervention and extended learning as needed, to support instruction and student learning at Toll Middle School.  7/01/21 through 6/30/22 \$31.00 per hour to plan \$34.00 per hour to teach Not to exceed \$10,000.00 Supplemental 01.0 01000.0 11100 10000 1130 0700000

Position

Election Hourly/Daily (Cont.)

12. Hoppe, Julie
- Jackson, Kimberly
- Johnson, Tamara
- Kho, Carminda
- Lee, Allison
- Lim, Jessie
- Lisiewicz, Danica
- Lissebeck, Debra
- Lopez, Joel
- Luna, Javier
- Mandjikian, Houry
- Manin, Jerome
- Mathevosian, Anzhik
- McMillon, Sharon
- Minasyan, Nina
- Pakradouni, Aghavni
- Palian, Amy
- Panikowski, Michael
- Perez, Rebecca
- Pittman, Isabel
- Poladian, Sarkis
- Ponziano, Domenico
- Rain III, Michael
- Rogers, Emily
- Sanchez, Jason
- Shih, Curtis
- Solsona Puig, Jordi
- Soto, Jesus
- Tashchian, Ani
- Tashjian, Ishac
- Tavener, Jennifer
- Tcharkoutian, Vahe
- Trinidad, Ryan
- Veloz, Torrey
- Wenn, Jonathan
- Witt, Kevin



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
13.	Akiyama, Elizabeth Akopian, Varoujan Barchan, Lane Belshe, Chelsea Bond, Emily Boon, Stephanie Bozoyan, Vahe Browne, Nicole Bryan, Marie Capdevila, Maria Cassels, Brian De La Garza, Brad De Luna, Violet Doolittle, Jason Estep, Amy Fabanish, Katherine Galvin, Alison Garcia, Michael Hall, Fonda Harmandayan, Roupem Hawker, Nancy Herrera, Andrea Hoppe, Julie Jackson, Kimberly Johnson, Tamara Kho, Carminda Lee, Allison Lim, Jessie Lisiewicz, Danica Lissebeck, Debra Lopez, Joel Luna, Javier Mandjikian, Houry Manin, Jerome Mathevosian, Anzhik McMillon, Sharon Minasyan, Nina Pakradouni, Aghavni Palian, Amy	Teachers and Teacher Specialist, as needed, to plan for and to provide intervention and extended learning as needed, to support instruction and student learning at Toll Middle School.	7/01/21 through 6/30/22 \$31.00 per hour to plan \$34.00 per hour to teach Not to exceed \$15,000.00 Title I 01.0 30100.0 11100 10000 1130 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
13.	Panikowski, Michael Perez, Rebecca Pittman, Isabel Poladian, Sarkis Ponziano, Domenico Rain III, Michael Rogers, Emily Sanchez, Jason Shih, Curtis Solsona Puig, Jordi Soto, Jesus Tashchian, Ani Tashjian, Ishac Tavener, Jennifer Tcharkoutian, Vahe Trinidad, Ryan Veloz, Torrey Wenn, Jonathan Witt, Kevin	
14.	All GUSD Teachers and Teacher Specialists	Teachers and Teacher Specialists, as needed, to attend after school professional development training. Teaching & Learning
		8/09/21 through 12/31/21 Hourly rate of pay Not to exceed 150 hours each 01.0 07405.0 11100 10000 1130 0000618
15.	Pascale-Parra, Jean-Marie (Roosevelt MS) DeLuna, Violet (Toll MS) English, Mary (Rosemont MS) Hutchinson, Breanna (Rosemont MS)	Teachers, as needed, to work with students on various TUPE activities including the production and dissemination of materials for Project ABCD at all middle schools.
		8/01/21 through 6/30/22 \$34.00 per hour Not to exceed 150 hours each TUPE Grades 6-12, Tier 2 01.0 66904.0 11100 10000 1130 0000682 Violence Prevention 01.0 00000.0 11309 10000 1130 0002682

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
16.	Berberian, Tatiana Bomer, Karen Dearn, Sara Dertavitian, Araxi Hong, Janet Veliz, Sara	New Counselors attending Professional Development. CTE
		7/01/21 through 6/30/22 \$256.00 per day Not to exceed 5 days each LCFF 01.0 09635.0 38000 31100 1232 0000684
17.	Ghoslin, Bryan Knight, Davin Lopez, Gilbert Mamtora, Shraddha Oh, Junnie Perez, Rebecca Porter, Tiffany Raij, Yvie Stafford, Danielle Tucci, Louie	New CTE Teachers Professional Development hours. CTE
		6/26/21 through 6/30/22 \$31.00 per hour Not to exceed 500 hours CTEIG 01.0 63870.5 38000 10000 1130 0000684
18.	Acaba, Robert Argudo, Courtney Atin, Sarah Castro, Joe Cheney, Darrell De Monbrun, Daniel Dixon, Deborah Flores, Karen Paola Howe, Susan Juarez, Eric Lacey, Allison LaSalandra, Leonard Oviedo, Anthony Sellards, Regula Torio, Aaron Valdes, Marti Wade, Jack Walker, Brian Watson, Thomas White, Michael Whittington, Karen	Substitute Teachers, as needed.
		8/18/21 through 7/15/22 \$165.00 per day 01.0 00000.0 19004 10000 1160 0004615



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
21.	Extra-Curricular Assignments	Summer 2021 Boys' Sports

CRESCENTA VALLEY HIGH SCHOOL

Afzali, Makan	Soccer
Demonbrun, Dan	Football
Eberhart, Alan	Football
Evans, Robert	Cross Country (Varsity)
Evans, Robert	Cross Country (Frosh)
Forbes, Zachary	Football
Gossard, Dennis	Football
Gossard, Hudson	Football
Harting, Griffin	Water Polo
Harvey, Ryan	Volleyball (JV)
Jang, Alexander	Tennis (Varsity)
Leon, Nicholas	Football
Mendoza, David	Athletic Director
Millan, Kurtis	Soccer
Nelson, John	Football
	Volleyball (Varsity)
Perez, Jason	Football
Postlewaite, Luke	Soccer
Schilling, Paul	Football
Silverman, Joshua	Football
Taix, Martin	Football

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
22.	Extra-Curricular Assignments	Summer 2021 Girls' Sports

CRESCENTA VALLEY HIGH SCHOOL

Ballard, Brent	Lacrosse – Varsity
Dien, Amber	Water Polo – Varsity
Esmaili, Liana	Basketball – F/S
Evans, Mark	Cross Country – Varsity
	Cross Country – JV
Flot, Michael	Basketball – JV
Jang, Alexander	Tennis – JV
Kim, Doil	Tennis – Frosh
Kim, Peter	Water Polo - Weight room
	Athletic Director
Mulder, Kurt	Volleyball – JV
Perez, Jason	Basketball – Varsity
Simons, Matthew	Volleyball – Varsity
	Volleyball – Frosh

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
23.	Extra-Curricular Assignments	Summer 2021 Girls' Sports

GLENDALE HIGH SCHOOL

Aquino, Victor	Soccer
Bagumyan, Sasun	Water Polo
Brakeman, Forrest	Softball
Buarenos, Noelle	Cheer
Campbell, Joseph	Lacrosse
Caraballo, Brittney	Cheer
Carranza, Jocelyn	Soccer
Elento, Janssen	Volleyball
Jenks, James	Tennis
Kolodinski, Reiner	Basketball
Mardirosian, Tadeh	Basketball
Saabedra, Janeth	Lacrosse
Shahbazian, Sera	Water Polo
Smith, John	Softball
Vardanian, Narek	Athletic Director
Vasghanian, Lilia	Basketball

24.	Extra-Curricular Assignments	Summer 2021 Girls' Sports
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HOOVER HIGH SCHOOL

Andrade, Claudio	Cross Country
Arakelyan, Garegin	Basketball
Ardiano, Luis Alberto	Soccer
Ardiano, Luis Fernando	Soccer
Bacon, Anita	Dance
Bacon, Bridget	Cheer
Gharabegi, Meredy	Tennis
Lopez, Laura	Water Polo
Seranian, Daniel	Volleyball
Watson, Stanley	Basketball

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
25.	Extra-Curricular Assignments	Summer 2021 Boys' Sports

CRESCENTA VALLEY HIGH SCHOOL

Dien, Amber	Water Polo (JV)	
Hughes, Dennis	Football	
Kim, Doil	Tennis (Varsity)	
	Tennis (JV)	
Maniccia, Joseph	Basketball (JV)	
Mendoza, David	Baseball (Varsity)	
Merlo, Reid	Football	
Moguel, Katelyn	Water Polo	
Olmedo, Jorge	Baseball (Varsity)	
Sakonju, Jan	Water Polo (Varsity)	
Samford, Mark	Basketball (Frosh)	
Torres, Phil	Baseball (Varsity)	
	Baseball (Frosh)	
Zargarian, Shahin	Basketball (Varsity)	
26.	Extra-Curricular Assignments	Summer 2021 Boys' Sports

HOOVER HIGH SCHOOL

Arteaga, Ernesto	Baseball
Calvario, Graham	Basketball
Herabidian, Azad	Football
Machado, Michael	Baseball
Sallakian, Jack	Cross Country
Slowick, Kevin	Wrestling
Valdes, Marti	Football
Van Patten, John	Basketball
Widop, Henry	Water Polo
Witt, Kevin	Water Polo



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
27.	Extra-Curricular Assignments	Summer 2021 Boys' Sports
<u>GLENDALE HIGH SCHOOL</u>		
	Aldrete, Ethan	Baseball
	Bailey, Robert	CC/Track
	Belou, Ibrahim	Basketball
	Campbell, Joseph	Lacrosse
	Elento, Marilou	Volleyball
	Gayle, Michael	Basketball
	Jenks, Darian	Baseball
	Jenks, James	Tennis
	Jewett, Maclain	Lacrosse
	Mardirosian, Tadeh	Athletic Director
	Martinez, Isai	Football
	Norton, Brenden	Basketball
	Ochoa, Jacob	Football
	Shabanian, Alexan	Football
	Torres, Edward	Soccer
	Vardanian, Narek	Water Polo
	Weisman, Brandon	Football
		Soccer
	Whithorne, Marcus	Baseball
	Wilson, Brandon	Football
	Zamora, Jose	Soccer
28.	Akopyan, Armine Teacher, Regular Restorative Practices Wilson Middle School	8/18/21 through 12/16/21 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 0800000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
29.	Beard, David Teacher, Regular Physical Education Roosevelt Middle School	8/18/21 through 12/16/21 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 0500000
30.	Bedikian, Gina Teacher, as needed, to conduct Parent Orientation for students entering TK at Jefferson Elementary	8/12/21 through 8/13/21 Substitute rate of pay Not to exceed 1 day total Title I 01.0 30100.0 11100 10000 1130 3000000
31.	Bond, Emily Teacher, Regular Restorative Practices Coaching Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
32.	Browne, Nicole Teacher, Regular Design Craft Toll Middle School	8/18/21 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 00000.0 11303 10000 1110 0700000
33.	Capdevila, Maria Teacher, Regular Exploratory Spanish Toll Middle School	8/18/21 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 00000.0 11303 10000 1110 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
34.	Cerda, Humberto Teacher, Regular Physical Education Roosevelt Middle School	8/18/21 through 12/16/21 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 0500000
35.	De La Rosa, Anthony Teacher, Regular Math Intervention Wilson Middle School	8/18/21 through 12/16/21 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 0800000
36.	Doolittle, Jason Teacher, Regular Teens 4 Success Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
37.	Earl, Jennifer Principal, as needed, to support Student Advisory Council Meetings and activities. Educational Services	8/01/21 through 6/30/22 Hourly rate of pay Not to exceed 40 hours total 01.0 00000.0 00000 27004 1331 0001616
38.	Elaryan, Anush Teacher, Regular Armenian Language Wilson Middle School	8/18/21 through 12/16/21 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 0800000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
39.	Faieta, April Teacher, Regular Intro to Coding/Robotics Wilson Middle School	8/18/21 through 12/16/21 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 0800000
40.	Harmandayan, Roupen Teacher, Regular Math 6 Toll Middle School	8/18/21 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 00000.0 11303 10000 1110 0700000
41.	Hawker, Nancy Teacher, Regular Study Skills Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
42.	Lissebeck, Debra Teacher, Regular Activities Director Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
43.	Livingston, Jon Teacher, as needed, to supervise ASB students as they assist incoming students, parents and community members as they visit Glendale High School.	8/02/21 through 8/13/21 \$34.00 per hour Not to exceed 16 hours total Supplemental 01.0 01000.0 11100 10000 1130 0200000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
44.	Nersisyan, Karine	Teacher, Regular Math Intervention Wilson Middle School	8/18/21 through 12/16/21 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 0800000
45.	O'Neal, Rebecca	Teacher, Regular Intro to Music Wilson Middle School	8/18/21 through 12/16/21 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 0800000
46.	Orris, Christina	Teacher, Regular Culinary Wilson Middle School	8/18/21 through 12/16/21 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 0800000
47.	Ortiz, Gerald	Teacher, Regular Restorative Practices Wilson Middle School	8/18/21 through 12/16/21 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 0800000
48.	Panikowski, Michael	Teacher, Regular Pathways to College Toll Middle School	8/23/21 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 00000.0 11303 10000 1110 0700000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
49.	Rodriguez, Corina	Teacher, Regular Dance Roosevelt Middle School	8/18/21 through 12/16/21 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 0500000
50.	Sutphin, Valerie	Teacher, Regular Art Wilson Middle School	8/18/21 through 12/16/21 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 0800000
51.	Tashchian, Ani	Teacher, Regular Restorative Practices Coaching Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
52.	Tashjian, Ishac	Teacher, Regular Math Essential 8 Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
53.	Tavener, Jennifer	Teacher, Regular Study Skills Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
54.	Thcharkhoutian, Vahe Teacher, Regular Math Intervention Toll Middle School	8/18/21 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 74250.0 11303 10000 1110 0700000
55.	Wenn, Jonathan Teacher, Regular Design Craft Toll Middle School	8/18/21 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 00000.0 11303 10000 1110 0700000
56.	Williams, Stephen Retired Administrator, to serve as Interim Elementary Principal at Valley View Elementary School.	8/12/21 through 8/25/21 Daily rate of pay Not to exceed 10 days 01.0 00000.0 00000 27004 1311 4100000
<u>Additional Compensation</u>		
1.	Bedrousi, Soseh Livingston, Jon O'Malley, Christopher Postajian, Sona Whithorne, Marcus Teachers, as needed, to facilitate program pick up at Glendale High School.	8/01/21 through 8/31/21 \$34.00 per hour Not to exceed 20 hours each 01.0 00000.0 11303 10000 1160 0200000
2.	Dworkin, David Yegiants, Anna Teachers to receive extra days in preparation to move to Hoover High School. Hoover High School	6/01/21 through 7/01/22 Substitute rate of pay Not to exceed 2 days 01.0 00000.0 11303 10000 1130 0300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 12, March 9, 2021	
	<u>Page 8, Item 4</u>	
	Campbell, Joseph	6/14/21 through 7/16/21
	Foster, Dennis	\$31.00 per hour
	Teachers to update curriculum, repair machinery, prepare student used materials and interact with Advisory Board and Business Partners for Construction Academy Glendale High School	Not to exceed \$12,000 total
		01.0 72202.0 38000 10000 1130
		0200000
	Change the dates to read:	6/14/21 through 8/13/21



	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
2.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 24, Item 2</u>	
	Various names	7/01/21 through 6/30/22 \$31.00 per hour to plan \$37.00 per hour to present Not to exceed 25 planning hours, 15 presenter hours and 30 curriculum development hours 01.0 74220.0 00000 21400 1130 0000618
	Teachers, as needed, to work outside their contractual dates to plan and present professional development and for curriculum development. Teaching & Learning	
	Change effective dates to read:	7/01/21 through 12/31/21
	Change pay rate to read:	Contractual hourly rate of pay, per hour to plan & present per teacher
	Increase total for planning hours to read:	Not to exceed 30 planning hours
	Add the following names:	
	Davis, Christopher	
	Espinoza, Sandra	
	Isco, Jessica	
	Sun, Valerie	
	Weller, Emily	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
3.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 26, Item 7</u>	
	Various names	7/01/21 through 6/30/22 \$31.00 per hour to plan workshop(s). Not to exceed 9 hours each \$37.00 per hour to teach adults Not to exceed 4.5 hours each 01.0 07405.0 11100 10000 1130 0000618
	Add the following name: Manalo, Michelle	
4.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 4, Item 4</u>	
	Various names	7/01/21 through 6/30/22 Not to exceed 200 hours each Not to exceed \$6,160 each 01.0 07405.0 11100 10000 1130 0000618
	Add the following name: Manalo, Michelle	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
5.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 25, Item 5</u>	
	Barnett, Kathy	Consulting teachers, as
	Davarhanian, Patrick	needed, to create Induction
	Galfayan, Gagik	Professional Development
	Lowe, Kristine	menu & workshops.
	McLeod, Amber	Teaching & Learning
	Yegiyants, Anna	
		7/01/21 through 6/30/21
		Hourly rate of pay
		Not to exceed 30 hours
		01.0 07405.0 11100 10000 1130
		0000618
	Add the following name:	
	Manalo, Michelle	
6.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 3, Item 3</u>	
	Various names	Consulting Teachers, as
		needed, to provide
		Induction Program
		support in rating
		Participating Teacher
		portfolios outside of
		their work day.
		Teaching & Learning
		7/01/21 through 6/30/22
		\$31.00 per hour
		Not to exceed 32 hours each
		01.0 07405.0 11100 10000 1130
		0000618
	Add the following name:	
	Manalo, Michelle	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
7.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 25, Item 6</u>	
	Brown, Diana	7/01/21 through 6/30/22
	Faieta, April	Hourly rate of pay
	Galfayan, Gagik	Not to exceed 40 hours total
	Gerigorian, Ani	01.0 07405.0 11100 10000 1130
	Matthewsian, Ani	0000618
	McTear, Brady	
	Myles, Robbie	
	Walgenbach, Aaron	

Add the following name:  
 Manalo, Michelle

8. Revision to Board Report No. 2, August 10, 2021

Page 53  
Consulting Teachers for 2021-22

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

Add the following name:  
 Manalo, Michelle                      Muir Elementary

Effective Dates  
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

9. Revision to Board Report No. 2, August 10, 2021

Page 11, Item 29

Williams, Stephen

Retired Administrator to  
 provide Administrative  
 support at Monte Vista  
 Elementary School, as  
 needed.  
 Educational Services

8/03/21 through 8/10/21  
 Established rate of pay  
 Not to exceed 6 days  
 01.0 00000.0 00000 27004 1331  
 3700000

Change to read:

8/03/21 through 8/27/21  
 Daily rate of pay  
 Not to exceed 17 days

10. Revision to Board Report No. 1, July 13, 2021

Page 11, Item 34

Reynolds, Brook

Principal to oversee the  
 Elementary Music  
 Program, as needed.  
 Educational Services

7/01/21 through 6/30/22  
 Daily rate of pay  
 Not to exceed 5 days  
 01.0 00000.0 00000 27004 1331  
 410000

Change name to read:  
 Alexan, Armineh

Personal Services Agreement

1. Boese, Dr. Larry E.

Consultant, as needed, to  
 provide assistance and  
 support with the District's  
 FPM Review – per scope  
 of work statement  
 attached to the PSA.  
 Equity, Access and Family  
 Engagement

8/16/21 through 12/01/21  
 Not to exceed \$9,000.00 total  
 for 60 hours of service  
 General Funds  
 01.0 00000.0 00000 21005 5811  
 0003673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement (Cont.)</u>		
2.	Neuhoff, Deborah Consultant, as needed, to provide consultation to GUSD staff and Assistive Technology assessments for Special Education students due to mediation or settlement agreements. Special Education	7/01/21 through 7/30/22 \$160.00 per hour Not to exceed \$15,000.00 01.0 65000.0 50011 21000 5811 0000600
3.	Smith, Naomi Audiologist, to provide audiology consultation services for Foothill SELPA staff and students.	8/10/21 through 6/30/22 Not to exceed \$40,000 SELPA DIS Program 01.0 65001.0 57607 11100 5811 0000668
4.	Spears, Sue Ann Consultant, as needed, to provide support and assistance to the Human Resources Department	8/09/21 through 12/31/21 \$70.00 per hour Not to exceed \$4,900.00 01.0 00000.0 00000 72002 5811 0001615
5.	Tom, Heather Consultant, as needed, to provide speech assessment and IEP services to Special Education students. Special Education	8/01/21 through 6/30/22 \$100.00 per hour Not to exceed \$10,000.00 01.0 65000.0 50011 21000 5811 0000600
6.	Voge, Kimberly M. Consultant, as needed, to conduct a one-day professional development session for TK-12 <sup>th</sup> grade teachers to know, understand, and use the principles of UDL in lesson design. Teaching & Learning	8/03/21 Not to exceed \$1,000.00 total 01.0 74220.0 00000 21400 5811 0000618

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CLASSIFIED PERSONNEL REPORT NO. 3

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. 3

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

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Medical Leave of Absence</u>		
1. <u>Custodian I</u> Tritch, Stuart	Muir	08/16/21 through 03/20/22
<u>Family &amp; Medical Leave of Absence</u>		
1. <u>Custodian I</u> Tritch, Stuart	Muir	08/16/21 through 11/08/21
<u>Extension of Medical Leave of Absence</u>		
1. <u>Custodian I</u> Kramer, Sharyn	College View	06/29/21 through 08/31/21
2. <u>Education Assistant I</u> Zakaryan, Mariam	Dunsmore	01/31/21 through 01/10/22
3. <u>Technology Support Technician</u> Montero, Margarito	ETIS	05/26/21 through 08/24/21
<u>Extension of Family &amp; Medical Leave of Absence</u>		
1. <u>Technology Support Technician</u> Montero, Margarito	ETIS	05/26/21 through 08/19/21

<u>Election from Eligibility List</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Administrative Secretary</u> Tamrazian, Sevana	Student Wellness	08/02/21; 12/8; 21-4 01.0 05641.0 00000 21000 2410 0000617
2. <u>Education Assistant II</u> Cancik, Alicia	Muir	08/16/21; 9.25/5; 6-1 01.0 30100.0 11100 10000 2110 4000000
3. <u>Health Assistant LVN/RN</u> Dodd, Jessamyn	Wilson	08/26/21; 10/8; 16-4 01.0 00000.0 00000 27004 2410 0800000
Zulalyan, Meri	Verdugo Woodlands	08/16/21; 10/8; 16-9 01.0 00000.0 00000 27004 2410 4200000
4. <u>Senior Buyer</u> Amirkhani, Hermik	Procurement & Contract	07/09/21; 12/8; 35-2 01.0 00000.0 00000 72006 2410 0000685
5. <u>Typist Clerk III</u> Tsaturyan, Arsine	EAFE	08/19/21; 12/8; 16-1 01.0 30100.0 00000 21000 2410 0000673 01.0 00000.0 00000 21005 2410 0000673

Reemployment

1. <u>Education Assistant II</u> Ivanoff, Susan	CDCC	08/18/21; 9.25/3; 6-9 01.0 00000.0 19021 10000 2110 2300000
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	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Assistant to the Physically Handicapped</u> Carvajal, Carmen Luz	Special Education	08/10/21 and 08/12/21 Not to exceed 9 hours Special Education-IDEA 01.0 33100.0 57600 11100 2130 0000600
2. <u>Behavior Intervention Assistant</u> Loomis, Tyler	Special Education	06/24/21 through 07/15/21 Not to exceed 2 hours, per day Special Education – Summer School 01.0 65000.0 57609 11100 2130 0000600
	Davoodzadeh, Sanaz Sanchez, Aaron	Special Education 08/12/21 Not to exceed 4 hours, each Special Education-S&C-BIA-General Fund 01.0 04000.0 57607 11100 2130 0000600
3. <u>Cafeteria Worker I</u> Cisneros, Sue Esquivel, Corina Herrera, Wineth Markosyan, Emma Mendoza, Babe Ruth Pirmohammadi, Forouzan Saghebtehrani, Masha Sinocio, Maria	Nutrition Services	08/17/21 through 06/30/22 13.0 53100.0 00000 37000 2232 0000662
4. <u>Clerk III</u> Saloomen, Christina	Wilson	08/03/21 through 08/06/21 Not to exceed \$639.00 total Peak Load Funds 01.0 00000.0 00000 31101 2430 0004682
5. <u>Education Assistant II</u> Arzumanyan, Anzhel Ohanian, Sosseh Pilichos, Efrossini Sosa, Suzanna	Columbus	08/16/21 through 06/30/22 Not to exceed 1 hour per day Not to exceed \$21,666.00 total 2021-2022 ELO Grant 01.0 74250.0 11301 10000 2430 2300000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
6. <u>Education Assistant I</u>		
Abgaryan, Sona	Columbus	08/10/21 through 08/13/21
Aikob, Natasha		Not to exceed 5.5 hours per day
Alkadimi, Fatimah		General
Dilanchian, Goharic		01.0 00000.0 19021 10000 2930 2300000
Ghougassian-Borshad, Maryam		
Abgaryan, Sona	Columbus	08/16/21 through 06/30/22
Aikob, Natasha		Not to exceed 2 hours per day
Alkadimi, Fatimah		Not to exceed \$27,100.00 total
Dilanchian, Goharic		2021-2022 ELO Grant
Qassam, Taghreed		01.0 74250.0 11301 10000 2430 2300000
7. <u>Education Assistant Intensive Support</u>		
Avetisyan, Siranush	Special Education	07/26/21 through 08/13/21
		8 hours a day
		Special Education – Summer School
		01.0 65000.0 57609 11100 2130 0000600
Cuano, Mildred	Special Education	08/02/21 through 08/13/21
		8 hours a day
		Special Education – Summer School
		01.0 65000.0 57609 11100 2130 0000600
8. <u>Elementary Yard Duty Leader</u>		
Safarian, Diana	Fremont	08/04/21 through 08/13/21
		Not to exceed 64 hours total
		Supplemental
		01.0 01000.0 00000 27000 2430 2800000
Tejada, Luisa	Cerritos	08/23/21 through 06/10/22
		Not to exceed \$150.00 total
		Supplemental
		01.0 01000.0 11100 10000 2930 2200000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
9. <u>Health Assistant LVN/RN</u>		
Nicolas, Aimee	La Crescenta	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days total Administration 01.0 00000.0 00000 71001 2430 0007616
10. <u>Library Assistant</u>		
Alparaz, Remigia	Columbus	08/16/21 through 06/30/22 Not to exceed 1 hour per day Not to exceed \$5,416.00 total 2021-2022 ELO Grant 01.0 74250.0 11301 10000 2430 2300000
11. <u>Multimedia Technology Assistant</u>		
Lalazaryan, Armine	Columbus	08/16/21 through 06/30/22 Not to exceed 2 hours per day Not to exceed \$10,833.00 total 2021-2022 ELO Grant 01.0 74250.0 11301 10000 2430 2300000
Lalazaryan, Armine	Columbus	08/12/21 through 08/13/21 Not to exceed 10 hours Supplemental 01.0 01000.0 11100 10000 2930 2300000
Lara, Daniel	Dunsmore	08/16/21 through 06/13/21 01.0 00000.0 11405 10000 2130 0008616

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<b>1. <u>Change of Location</u></b>		
a. <u>Cafeteria Worker I</u> Stockton, Michelle	Wilson From Crescenta Valley	08/27/21 13.0 53100.0 00000 37000 2212 0800000
b. <u>Custodian I</u> Barrientos, William	Crescenta Valley From Clark	09/29/20 01.0 00000.0 00000 81006 2211 0100000
c. <u>Health Assistant LVN/RN</u> Cardona, Cynthia	PAEC From Toll	08/25/21 01.0 07405.0 00000 21000 2410 0000618
Nicolas, Aimee	La Crescenta From Columbus	08/09/21 01.0 00000.0 00000 27004 2410 3200000
d. <u>Typist Clerk II</u> Zarate, Cynthia	Glendale From Wilson	08/18/21 01.0 00000.0 00000 27004 2410 0200000
<b>2. <u>Change of Location/Increase in Hours</u></b>		
a. <u>Library Assistant</u> Amranyan, Gissell	Balboa From Cerritos	08/16/21; 9.25/6; 01.0 01000.0 00000 24203 2910 2000000
	9.25/3	



Effective Dates,  
 Months/Hours, and  
Salary Rating

Location  
Revisions to Previous Board Reports

1. Revision to Board Report #1, July 13, 2021

Page 13

Provisional Assignments

Education Assistant II

Keshishi, Lidoush

Jefferson  
 From  
 Elementary Yard  
 Duty Leader, 6-4

08/18/2021 through 11/30/2021  
 6 hours a day  
 6-4  
 01.0 32100.0 11100 10000 2110 0001615

Change account to read:

01.0 74250.0 11301 10000 2110 3000000

2. Revision to Personnel Report #2, August 10, 2021

Page 30, Item 1

Personal Services Agreement

Kahkejian, Knar

Consultant  
 as needed  
 to provide  
 mental  
 health  
 counseling  
 services to  
 students  
 district-wide  
 at \$60.00  
 for Student  
 Wellness  
 Services.

07/01/21 through 08/18/21  
 Not to exceed \$12,600.00 total  
 Attend/Fster/Homeless/Mental Health  
 01.0 05641.0 11100 10000 5811 0000617

Change name to read:

Kaakejian, Knar

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly (Custodian I) Substitutes through 06/30/22</u>		
Aguayo, Emily	FASO	07/01/21 through 06/30/22
Aquino, Alex		01.0 00000.0 00000 81006 2211 0000640
Marquez, Roberto II		
Monsalve, Edinson		
Sandoval, Efren		
<u>Election of Classified Hourly (Cafeteria Worker I) Substitutes through 06/30/22</u>		
Beyginian, Tani	Nutrition Services	08/16/21 through 06/30/22
Ghazarian, Karine		13.0 53100.0 00000 37000 2232 0000662
Arreola, Aracely	Nutrition Services	08/17/21 through 06/30/22
Cisneros, Sue		13.0 53100.0 00000 37000 2232 0000662
Gunaratne, Pubudu		
Esquivel, Corina		
Khachatourian, Anita		
Herrera, Wineth		
Markosyan, Emma		
Mendoza, Babe Ruth		
Pirmohammadi, Forouzan		
Saghebtehrani, Masha		
Sepanian, Silvana		
Sinecio, Maria		
<u>Election of Classified Hourly Substitutes through 06/30/22</u>		
Ketsoyan, Armine		07/01/21 through 06/30/22
Moukhalyan, Tamara		
Lee, Alice		
Nargizyan, Elizabeth		
Niggley, Grayce		
Vandyck, Katelyn		
Yeh, Pamela		
Martinez, Jennifer	Columbus	08/16/21 through 06/30/22 Not to exceed \$4,000.00 total 2021-2022 ELO Grant 01.0 74250.0 11301 10000 2930 230000
Rhineheart-Kahanowicz, Regina	Health Services	07/12/21 through 07/16/21 Not to exceed 40 hours total ESSER II Program 01.0 32120.0 00000 31400 2460 0000612

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes through 06/30/22 - Continued</u>		
Zuzow-Der Boghossian, Barbara	Columbus	08/09/21 through 06/30/22 Not to exceed \$2,500.00 total Supplemental 01.0 01000.0 00000 27000 2430 2300000
<u>Yard Duty Assistants</u>		
Danielians, Carolin Khajiklean, Lina Ghougassian-Borshad, Maryam	Columbus	08/09/21 through 06/13/22 \$14.00 per hour Not to exceed 3.5 hours per day General 01.0 00000.0 19021 10000 2930 2300000
Ash, Reiko Pagourtsis, Maira William, Krittika	Dunsmore	08/16/21 through 06/13/21 \$14.00 per hour 01.0 00000.0 19021 10000 2930 2400000
Bedrosian, Mara Gonzalez, Leslie Gonzalez Sanvicente, Karen Parra, Laura	Franklin	08/09/21 through 06/15/22 01.0 00000.0 19021 10000 2930 0000790
Baabish, Nour Dzhavakyan, Stella Nguyen, Dora	Fremont	08/06/21 through 08/17/21 \$14.00 per hour Not to exceed 18 hours, each 01.0 00000.0 19021 10000 2930 2800000
Baabish, Nour Dzhavakyan, Stella Masetti, Jennifer Nguyen, Dora	Fremont	08/18/21 through 06/13/22 \$14.00 per hour 01.0 00000.0 19021 10000 2930 2800000
Lee, Alice Yeh, Pamela	Valley View	08/18/21 through 06/13/22 \$14.00 per hour 01.0 00000.0 19021 10000 2930 4100000
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/22</u>		
1. <u>Non-Student Stage Crew</u>		
Calica, John Garcia, Rheigne Kimberly	Glendale	08/01/21 through 06/30/22 \$15.63 per hour 01.0 00000.0 81000 50001 2930 0000640



<u>Personal Services Agreement</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. Giblin, Nicolette	Consultant as needed to provide additional tutorial support during Dance Elective CTE Pathway Course.	09/01/21 through 06/13/22 Not to exceed \$7,500.00 Supplemental Program 01.0 01000.0 11100 10000 5811 0500000
2. Janosko, Joseph	Consultant, as needed to work in the cablecasting of the Board of Education meetings.	06/01/21 through 09/30/21 \$14.00 per hour Not to exceed \$500.00 total 01.0 00000.0 00000 71004 5852 0000864

Effective Dates,  
Months/Hours, and  
Salary Rating

Personal Services Agreement - Location  
Continued

3. Petros, Stella

Consultant,  
as needed  
to supervise  
Social Work  
and Marriage  
and Family  
Therapist  
Interns  
assigned to  
perform  
individual  
and group  
counseling  
services to  
students  
at various  
elementary  
and secondary  
schools  
district-wide.

08/05/21 through 05/31/22  
Not to exceed \$115,000.00 total  
Attend/Foster/Homeless/Mental Health  
01.0 05641.0 11100 10000 5811 0000617

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 4

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

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The Superintendent recommends that “A” Form (Payroll Warrants) issued August 6, 2021 - August 25, 2021 as shown below totaling \$2,464,524.25 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, 25.0 Capital Facilities Fund and 67.1 Workers Compensation Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
216-C	7007533 - 7007540	Certificated	9,408.18
216-N	7007541 - 7007541	Classified	152.75
E4B-C	-	Certificated	1,561.35
E4B-N	7008854 - 7008914	Classified	1,089,401.75
217-N	7010414 - 7010418	Classified	5,019.04
C3A-N	7011366 - 7011533	Classified	203,396.27
218-C	7013688 - 7013689	Certificated	(5,511.78)
218-N	7013690 - 7013701	Classified	9,176.21
221-N	7014325 - 7014326	Classified	3,762.30
222-N	7014730 - 7014741	Classified	14,435.77
223-C	7015104 - 7015106	Certificated	4,852.75
223-N	7015107 - 7015139	Classified	23,312.39
224-N	7016293 - 7016294	Classified	3,441.37
225-N	7019312 - 7019312	Classified	701.45
228-N	7021023 - 7021025	Classified	535.22
229-C	7021275 - 7021275	Certificated	1,474.02
229-N	7021276 - 7021278	Classified	2,524.17
231-C	7023684 - 7023686	Certificated	12,513.33
231-N	7023687 - 7023688	Classified	886.56
E4C-N	7024429 - 7024505	Classified	1,066,671.12
<u>235-N</u>	<u>7027216 - 7027219</u>	<u>Classified</u>	<u>16,810.03</u>
			<u>\$ 2,464,524.25</u>

*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

AUGUST 31, 2021

CONSENT CALENDAR NO. 5

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

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The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$27,516,473.60 for the period of July 1, 2021 to July 30, 2021 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JULY 1, 2021 THROUGH JULY 30, 2021

<b>Funding Source</b>	<b>Number of Purchase Orders</b>	<b>Amount</b>
UNRESTRICTED RESOURCES	277	14,611,771.21
FEDERAL RESTRICTED RESOURCES	128	5,117,392.57
STATE RESTRICTED RESOURCES	97	1,235,546.18
LOCAL RESTRICTED RESOURCES	93	1,749,214.07
CHILD DEVELOPMENT FUND	31	49,093.55
FOOD SERVICES FUND	55	4,442,127.51
MEASURE S PROJECTS FUND	6	493,897.85
CAPITAL PROJECTS & IMPROVEMENT FUND	6	68,724.72
WORKERS' COMPENSATION FUND	6	144,500.00
EARLY RETIREMENT BENEFITS FUND	1	4,585.00
<b>TOTAL</b>	<b>692</b>	<b>\$27,516,473.60</b>

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

PROCESS DATE  
8/25/2021

GLENDAL UNIFIED SCHOOL DISTRICT  
CONSENT CALENDAR NO. 5

PAGE 2

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000000001	FEDEX FREIGHT BLANKET PO FOR OVERNIGHT SHIPPING - FINANCIAL SERVICES	1,400.00
PO1-220000000002	LEARNING WITHOUT TEARS INSTRUCTIONAL MATERIALS - STUDENT SUPPORT SERVICES	6,061.81
PO1-220000000004	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	3,000.00
PO1-220000000005	OFFICE DEPOT BLANKET PO OFFICE SUPPLIES - FINANCIAL SERVICES	5,000.00
PO1-220000000006	SHRED CONFIDENTIAL, INC.	350.00
PO1-220000000007	OUTLC SHREDDING BLANKET PO FOR LEGAL ADS - PROCUREMENT & CONTRACT SERVICES	2,000.00
PO1-220000000008	OFFICE DEPOT BLANKET PO - OFFICE SUPPLIES - PROCUREMENT & CONTRACT SERVICES	2,000.00
PO1-220000000009	APEX LEARNING, INC. SOFTWARE LICENSE - SECONDARY SERVICES	38,125.00
PO1-220000000011	SOLUTION TREE SOFTWARE LICENSE - SECONDARY SERVICES	6,201.00
PO1-220000000013	FRANKLIN COVEY MEMBERSHIP - EDUCATIONAL SERVICES	60,000.00
PO1-220000000014	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA LA COUNTY MUSEUM OF ART - MEMBERSHIP - EQUITY, ACCESS & FAMILY ENGAGEMENT	160.00
PO1-220000000016	SCHOOL SERVICES OF CALIFORNIA PROFESSIONAL SERVICES - BUSINESS SERVICES	3,840.00
PO1-220000000021	LACOE PBIS TRAINING - STUDENT SUPPORT SERVICES	54,000.00
PO1-220000000024	LEADERSHIP ASSOCIATES CONFERENCE EXPENSES - EDUCATIONAL SERVICES	2,500.00
PO1-220000000025	CA ASSOC. OF SCHOOL BUSINESS OFFICIALS DISTRICT MEMBERSHIP - BUSINESS SERVICES	5,250.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000026	AMERICAN FIDELITY ADMINISTRATIVE SERVICE PROFESSIONAL SERVICES - BUSINESS SERVICES	35,000.00
PO1-220000000027	AMERICAN EXPRESS CPS	500.00
PO1-220000000029	SHREL CONFERENCE CALL SERVICE - BUSINESS SERVICES	200.00
PO1-220000000031	ASSOCIATION OF CA SCHOOL ADMINISTRATORS MEMBERSHIP - BUSINESS SERVICES	1,475.30
PO1-220000000034	SMART & FINAL IRIS COMPANY BLANKET PO FOR MEETING SUPPLIES - STUDENT SUPPORT SERVICES	1,500.00
PO1-220000000036	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - ROSEMONT MIDDLE SCHOOL	4,792.50
PO1-220000000037	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	5,000.00
PO1-220000000038	GENERAL LOGISTICS SYSTEMS US INC	300.00
PO1-220000000040	SHRED CONFIDENTIAL, INC.	300.00
PO1-220000000043	RICOH USA, INC BLANKET PO - COPIER LEASE - PROCUREMENT & CONTRACT SERVICES	4,000.00
PO1-220000000044	WEST SAN GABRIEL PROPERTY & LIABILITY JPA PROPERTY LIABILITY PREMIUM 2021-22 FY - BUSINESS SERVICES	3,090,659.00
PO1-220000000046	ASSOCIATION OF CA SCHOOL ADMINISTRATORS MEMBERSHIP FOR 2021-22 - BUSINESS SERVICES	6,354.40
PO1-220000000049	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES -CHILD WELFARE & ATTENDANCE	4,000.00
PO1-220000000051	FEDERAL EXPRESS CORP.	800.00
PO1-220000000056	OFFICE DEPOT BLANKET PO FOR SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	5,000.00
PO1-220000000060	ORBACH HUFF SUAREZ & HENDERSON LLP PROFESSIONAL SERVICES - BUSINESS SERVICES	50,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000062	READY REFRESH BY NESTLE (ARROWHEAD) BLANKET PO FOR WATER - CHILD WELFARE &	1,200.00
PO1-220000000063	RAPTOR TECHNOLOGIES LLC RAPTOR VISITOR MANAGEMENT ANNUAL ACCESS FEE - STUDENT SUPPORT SERVICES	13,685.00
PO1-220000000068	FAGEN FRIEDMAN & FULFROST LLP PROFESSIONAL SERVICES - BUSINESS SERVICES	10,000.00
PO1-220000000085	GLOBAL PAYMENTS INC. SOFTWARE LICENSE - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,877.00
PO1-220000000086	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - STUDENT SUPPORT SERVICES	3,000.00
PO1-220000000087	BEAR COMMUNICATIONS INC DBA BEARCOM BLANKET PO FOR COMMUNICATION SUPPLIES - STUDENT SUPPORT SERVICES	10,000.00
PO1-220000000088	ATKINSON, ANDELSON, LOYA, RUUD& ROMO PROFESSIONAL SERVICES - BUSINESS SERVICES	10,000.00
PO1-220000000089	MONOPRICE INC.	59.09
PO1-220000000091	WAGeworks, INC ADMIN FEES FOR COBRA & RETIREE HEALTH BENEFITS - FINANCIAL SERVICES	27,000.00
PO1-220000000097	ABSOLUTE INTERNATIONAL SECURITY BLANKET PO FOR SUPPLEMENTAL SECURITY GUARD SERVICES. - STUDENT SUPPORT SERVICES	200,000.00
PO1-220000000108	HEYTUTOR, INC. SERVICE AGREEMENT - HUMAN RESOURCES	250,000.00
PO1-220000000112	ISLAND PACKERS CORPORATION	360.00
PO1-220000000113	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA HP INK MAINTENANCE KIT - CRESCENTA VALLEY HIGH SCHOOL	55.13
PO1-220000000118	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - EDUCATIONAL SERVICES	6,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000119	OFFICE DEPOT BLANKET PO - OFFICE SUPPLIES - MARSHALL ELEMENTARY SCHOOL	5,000.00
PO1-220000000120	OFFICE DEPOT BLANKET PO FOR SUPPLIES - HUMAN RESOURCES	10,000.00
PO1-220000000121	OFFICE DEPOT BLANKET PO FOR EDIBLE SUPPLIES - HUMAN RESOURCES	5,000.00
PO1-220000000123	OFFICE DEPOT BLANKET PO FOR SUPPLIES - GLENDALE HIGH SCHOOL	5,000.00
PO1-220000000126	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR OFFICE SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,000.00
PO1-220000000130	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	3,000.00
PO1-220000000131	OFFICE DEPOT	500.00
PO1-220000000132	SMART & FINAL IRIS COMPANY	900.00
PO1-220000000134	SCHOOL SPECIALTY LLC	300.00
PO1-220000000135	AMAZON CAPITAL SERVICES, INC.	500.00
PO1-220000000136	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - GLENDALE HIGH SCHOOL	1,500.00
PO1-220000000147	SHRED CONFIDENTIAL, INC.	160.00
PO1-220000000148	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	10,000.00
PO1-220000000149	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	5,000.00
PO1-220000000150	WESTED	99.00
PO1-220000000153	GLENOAKS URGENT CARE MEDICAL BLANKET PO - EMPLOYEE PHYSICALS - HUMAN RESOURCES	25,000.00
PO1-220000000154	AMERICAN EXPRESS CPS BLANKET PO REIMBURSE CR CARD FOR EDIBLE SUPPLIES - HUMAN RESOURCES	5,000.00



PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000155	ED FILES, INC MEMBERSHIP DUES - HUMAN RESOURCES	2,988.00
PO1-220000000156	ROBERT B. HOFFMAN SERVICE AGREEMENT - HUMAN RESOURCES	10,000.00
PO1-220000000157	WESTED DATA DASHBOARD SUBSCRIPTION - STUDENT SUPPORT SERVICES	2,475.00
PO1-220000000159	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - DAILY HIGH SCHOOL	2,000.00
PO1-220000000161	FRONTLINE TECHNOLOGIES GROUP, LLC SUBSTITUTE MANAGEMENT SYSTEM - HUMAN RESOURCES	54,718.25
PO1-220000000162	PERSONNEL COMMISSIONS ASSOC OF SO CA	100.00
PO1-220000000163	CA SCHOOL PERSONNEL COMMISSIONERS ASSOC CSPCA MEMBERSHIP - HUMAN RESOURCES	1,200.00
PO1-220000000164	BURNHAM BENEFITS INSURANCE SERVICES BLANKET PO - EMPLOYEE BENEFITS - HUMAN RESOURCES	115,000.00
PO1-220000000165	AMERICAN EXPRESS CPS BLANKET PO AMEX TRAVEL - SUPERINTENDENT	10,000.00
PO1-220000000166	CSBA MEMBERSHIP DUES - EKCHIAN - SUPERINTENDENT	21,657.00
PO1-220000000172	BRIAN KENYON ARTS STUDIO, INC SERVICE AGREEMENT - TOLL MIDDLE SCHOOL	9,400.00
PO1-220000000175	POSITIVE PRESS PRINTING OF STUDENT FOLDERS FOR ELEMENTARY SCHOOLS - STUDENT SUPPORT SERVICES	7,481.00
PO1-220000000184	OFFICE DEPOT	500.00
PO1-220000000195	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - EDUCATIONAL SERVICES	5,000.00
PO1-220000000196	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,500.00
PO1-220000000198	RICOH USA, INC BLANKET PO - COPIER LEASE - HUMAN RESOURCES	7,000.00
PO1-220000000199	LENOVO FINANCIAL SERVICES LEASE PAYMENTS FOR 1,200 LENOVO'S - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	351,944.43

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000200	U. S. BANK EQUIPMENT FINANCE COPIER LEASES DISTRICTWIDE - PROCUREMENT & CONTRACT SERVICES	30,000.00
PO1-220000000202	TIAA COMMERCIAL FINANCE INC COPIER LEASES - PROCUREMENT & CONTRACT SERVICES	60,000.00
PO1-220000000203	IMAGE IV SYSTEMS, INC. PRINT MANAGED CARE SERVICES - PROCUREMENT & CONTRACT SERVICES	100,000.00
PO1-220000000205	SHARP BUSINESS SYSTEMS SHARP COPIER MAINTENANCE DISTRICTWIDE - PROCUREMENT & CONTRACT SERVICES	50,000.00
PO1-220000000215	OFFICE DEPOT BLANKET PO FOR SUPPLIES - EDUCATIONAL SERVICES	1,000.00
PO1-220000000216	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - CLARK MAGNET HIGH SCHOOL	5,000.00
PO1-220000000217	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES - EDUCATIONAL SERVICES	2,500.00
PO1-220000000219	MALATHI BENJAMIN, PLC	960.00
PO1-220000000220	FIRST ; PROFESSIONAL SERVICES - HUMAN RESOURCES BLANKET PO FOR TRANSPORTATION - CLARK MAGNET HIGH SCHOOL	3,000.00
PO1-220000000221	OFFICE DEPOT BLANKET PO FOR SUPPLIES - TOLL MIDDLE SCHOOL	8,000.00
PO1-220000000224	OFFICE DEPOT BLANKET PO FOR SUPPLIES - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-220000000225	OFFICE DEPOT BLANKET PO FOR OFFICE MATERIALS AND SUPPLIES - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-220000000226	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - DAILY HIGH SCHOOL	5,000.00
PO1-220000000227	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - DAILY HIGH SCHOOL	1,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-22000000228	OFFICE DEPOT BLANKET PO FOR SUPPLIES - ASSESSMENT & ACCOUNTABILITY	4,000.00
PO1-22000000230	OFFICE DEPOT	800.00
PO1-22000000231	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - PUBLIC INFORMATION	5,000.00
PO1-22000000248	CLAREMONT USD - REGIONAL SUPPORT	250.00
PO1-22000000250	GLENDALE ADVENTIST MEDICAL CTR ATHLETIC TRAINER SERVICES - SECONDARY SERVICES	49,500.00
PO1-22000000252	RENAISSANCE LEARNING INC SOFTWARE LICENSE - DAILY HIGH SCHOOL	2,514.00
PO1-22000000256	LOS ANGELES TIMES	500.00
PO1-22000000257	AMERICAN EXPRESS CPS BLANKET PO - PORTOS EDIBLE - SUPERINTENDENT	6,000.00
PO1-22000000260	THE COLLEGE BOARD SPRINGBOARD ELA & ELD - SECONDARY SERVICES	366,676.63
PO1-22000000262	LOS ANGELES COUNTY OFFICE OF EDUCATION	200.00
PO1-22000000265	OFFICE DEPOT BLANKET PO FOR SUPPLIES - STUDENT WELLNESS	5,000.00
PO1-22000000282	OFFICE DEPOT BLANKET PO FOR SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	2,000.00
PO1-22000000287	PHOENICIA RESTAURANT BLANKET PO FOR SUPPLIES - SUPERINTENDENT	2,000.00
PO1-22000000288	ALONTI CAFE & CATERING BLANKET PO FOR SUPPLIES - SUPERINTENDENT	3,500.00
PO1-22000000292	OUTLOOK NEWSPAPER	800.00
PO1-22000000312	UC REGENTS SERVICES AGREEMENT WITH UCLA CENTER X IDS PROJECT - SECONDARY SERVICES	51,900.00
PO1-22000000314	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL SUPPLIES - TOLL MIDDLE SCHOOL	15,000.00
PO1-22000000316	ECOMIGHT, LLC NON-SELECTIVE WEED AND GRASS KILLER - PLANNING & DEVELOPMENT	6,200.00

PROCESS DATE  
8/25/2021

GLENDAL Unified School District  
CONSENT CALENDAR NO. 5

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PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000317	STATE OF CA DEPT OF INDUSTRIAL RELATIONS GUSD DISTRICT ELEVATOR CONVEYANCE PERMITS - PLANNING & DEVELOPMENT	20,000.00
PO1-220000000321	ESGI ANNUAL SOFTWARE LICENCE - ASSESSMENT & ACCOUNTABILITY	39,853.00
PO1-220000000323	FIRST STUDENT BLANKET PO FOR TRANSPORTATION SERVICES - DAILY HIGH SCHOOL	1,500.00
PO1-220000000332	ROBERT AND MANA HOLMAN PARENT REIMBURSEMENT - SPECIAL EDUCATION	8,500.00
PO1-220000000333	AEQUITAS SOLUTION Q LCFF ONLINE ELIGIBILITY SUBSCRIPTION PLUS IMPLEMENTATION - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	19,962.00
PO1-220000000335	FEDERAL EXPRESS CORP.	300.00
PO1-220000000339	SPARKLETTS BLANKET PO FOR WATER - EDUCATIONAL SERVICES	1,600.00
PO1-220000000341	GRUBHUB FOR WORK BLANKET PO FOR SUPPLIES - HUMAN RESOURCES	5,000.00
PO1-220000000342	SPARKLETTS BLANKET PO FOR WATER - HUMAN RESOURCES	5,000.00
PO1-220000000343	PANERA BREAD COMPANY BLANKET PO FOR SUPPLIES- HUMAN RESOURCES	2,000.00
PO1-220000000344	PANERA BREAD COMPANY BLANKET PO FOR SUPPLIES - HUMAN RESOURCES	2,000.00
PO1-220000000345	GLENDAL ADVENTIST OCCUPATIONAL MED. CTR BLANKET PO FOR SERVICES - HUMAN RESOURCES	100,000.00
PO1-220000000346	SHRED CONFIDENTIAL, INC. BLANKET PO FOR SERVICES - HUMAN RESOURCES	1,000.00
PO1-220000000347	READY REFRESH BY NESTLE (ARROWHEAD)	800.00
PO1-220000000348	FIRST STUDENT BLANKET PO FOR TRANSPORTATION SERVICES- SUPERINTENDENT	1,500.00
PO1-220000000349	U.S. BANK BLANKET PO - GO BOND ADMIN FEES - BUSINESS	2,500.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000350	ALLIANT INSURANCE SERVICES BLANKET PO - INSURANCE PREMIUMS - BUSINESS SERVICES	3,000.00
PO1-220000000351	AMERICAN EXPRESS CPS REIMBURSEMENT TO DISTRICT AMEX CARD FOR PURCHASE OF CARPET - SUPERINTENDENT	7,166.25
PO1-220000000356	LEXISNEXIS BLANKET PO - SOFTWARE LICENSE - HUMAN RESOURCES	1,500.00
PO1-220000000389	TRUSTED MESSENGER MARKETING BLANKET PO FOR SERVICES - PUBLIC INFORMATION	30,000.00
PO1-220000000390	CRITICAL MENTION ONLINE MEDIA SUBSCRIPTION - PUBLIC INFORMATION	3,000.00
PO1-220000000394	AEQUITAS SOLUTION STUDENT INFORMATION SYSTEM RENEWAL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	149,126.68
PO1-220000000396	AMERICAN EXPRESS CPS	185.90
PO1-220000000399	SUNPC PURCHASE OF BOOKS - ED SERVICES SOLAR - O&M SERVICE FEE - PLANNING &	21,645.29
PO1-220000000400	CONNER BELL PERSONAL SERVICES AGREEMENT - CHILD WELFARE & ATTENDANCE	5,000.00
PO1-220000000402	KIMBERLY MEDEL PERSONAL SERVICES AGREEMENT - CHILD WELFARE & ATTENDANCE	5,000.00
PO1-220000000403	SYEDA RAB PERSONAL SERVICES AGREEMENT - CHILD WELFARE & ATTENDANCE	5,000.00
PO1-220000000406	SHOUSHANNA ZOGRABYAN ROSTOMYAN PERSONAL SERVICES AGREEMENT - CHILD WELFARE & ATTENDANCE	5,000.00
PO1-220000000407	FIRST STUDENT BLANKET PO FOR TRANSPORTATION SERVICES - SPECIAL EDUCATION	2,500,000.00
PO1-220000000409	ALC SCHOOLS, LLC BLANKET PO FOR TRANSPORTATION SERVICES - SPECIAL EDUCATION	3,000,000.00

PROCESS DATE  
8/25/2021

GLENDAL Unified School District  
CONSENT CALENDAR NO. 5

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PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000412	READY REFRESH BY NESTLE (ARROWHEAD) BLANKET PO FOR WATER SERVICE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,500.00
PO1-220000000415	OFFICE DEPOT DUPLICATING/PRINTING SCIENCE BOOKS - EDUCATIONAL SERVICES	46,318.33
PO1-220000000428	RICOH USA, INC COPIER MAINTENANCE - VERDUGO WOODLANDS ELEMENTARY SCHOOL	3,000.00
PO1-220000000431	STC INTERPRETING OPERATING SERVICES - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,610.00
PO1-220000000438	OFFICE DEPOT BLANKET PO FOR SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	2,000.00
PO1-220000000439	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	1,500.00
PO1-220000000440	BENCHMARK EDUCATION COMPANY CURRICULUM - TEACHING & LEARNING	1,697,392.26
PO1-220000000441	FIRST STUDENT BLANKET PO - STUDENT TRANSPORTATION - CLARK MAGNET HIGH SCHOOL	999,999.00
PO1-220000000446	OFFICE DEPOT BLANKET PO FOR SUPPLIES INSTRUCTIONAL MATERIALS AND SUPPLIES -VERDUGO WOODLANDS ELEMENTARY SCHOOL	10,000.00
PO1-220000000447	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES INSTRUCTIONAL MATERIALS AND SUPPLIES -VERDUGO WOODLANDS ELEMENTARY SCHOOL	2,000.00
PO1-220000000448	SMART & FINAL IRIS COMPANY BLANKET PO FOR EDIBLE SUPPLIES - MARSHALL ELEMENTARY SCHOOL	1,000.00
PO1-220000000450	OFFICE DEPOT BLANKET PO FOR SUPPLIES FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	4,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000451	NIPPON SHOSEKI HANBAI, INC. PURCHASE OF INSTRUCTIONAL MATERIALS - STUDENT SUPPORT SERVICES	1,330.12
PO1-220000000454	CHARLES MUSIC BLANKET PO - MUSIC BOOKS - EDUCATIONAL SERVICES	3,500.00
PO1-220000000455	THE THOMAS METZLER VIOLIN SHOP BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	2,000.00
PO1-220000000457	THE THOMAS METZLER VIOLIN SHOP BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	1,113.30
PO1-220000000459	CHARLES MUSIC BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	2,000.00
PO1-220000000460	CHARLES MUSIC BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	12,500.00
PO1-220000000470	CONSTITUTIONAL RIGHTS FOUNDATION	25.00
PO1-220000000471	BLACKBOARD INC. BLACKBOARD MASS COMMUNICATION SERVICE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	140,000.00
PO1-220000000472	HUDL INSTRUCTIONAL SOFTWARE LICENSE -EQUITY, ACCESS & FAMILY ENGAGEMENT	5,149.00
PO1-220000000476	LOZANO SMITH, LLP	150.00
PO1-220000000477	OFFICE DEPOT BLANKET PO FOR SUPPLIES- CERRITOS ELEMENTARY SCHOOL	7,000.00
PO1-220000000478	WALSWORTH ADVISER ACADEMY	99.00
PO1-220000000481	OFFICE DEPOT BLANKET PO FOR SUPPLIES - HOOVER HIGH SCHOOL	3,000.00
PO1-220000000487	AMERICAN EXPRESS CPS BLANKET PO - EDIBLE SUPPLIES - SUPERINTENDENT	2,000.00
PO1-220000000488	OFFICE DEPOT BLANKET PO FOR SUPPLIES - HOOVER HIGH SCHOOL	2,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000494	CITY OF GLENDALE BOOKS FOR PACIFIC PARK LIBRARY - EDUCATIONAL SERVICES	6,000.00
PO1-220000000495	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL SUPPLIES AND MATERIALS - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-220000000496	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES - HOOVER HIGH SCHOOL	1,000.00
PO1-220000000498	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,000.00
PO1-220000000499	SMART & FINAL IRIS COMPANY BLANKET PO FOR EDIBLE SUPPLIES - DAILY HIGH SCHOOL	1,000.00
PO1-220000000500	OFFICE DEPOT BLANKET PO FOR SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,000.00
PO1-220000000512	SCHOOL EMPLOYERS ASSOCIATION SEAC ANNUAL DUES - HUMAN RESOURCES	2,610.00
PO3W-220000000001	VIRCO INC. CLASSROOM FURNITURE FOR VALLEY VIEW - BUSINESS SERVICES	14,116.82
PO3W-220000000009	COMMITTEE FOR CHILDREN PURCHASE OF INSTRUCTIONAL MATERIALS - STUDENT SUPPORT SERVICES	1,113.31
PO3W-220000000013	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - MONTE VISTA ELEMENTARY	1,060.05
PO3W-220000000014	THE DBQ COMPANY	438.25
PO3W-220000000016	SCHOOL PORTRAITS BY ADAMS PHOTOGRAPHY	989.49
PO3W-220000000017	SOCIAL STUDIES SCHOOL SERVICE	807.30
PO3W-220000000026	IPEVO INC. AUDIO VISUAL EQUIPMENT - BALBOA ELEMENTARY SCHOOL	1,468.90
PO3W-220000000029	CDW GOVERNMENT COMPUTER EQUIPMENT - BALBOA ELEMENTARY SCHOOL	1,714.17
PO3W-220000000030	EDPUZZLE, INC INSTRUCTIONAL SOFTWARE - TOLL MIDDLE SCHOOL	1,420.00



PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000037	HEXAGRAMM BOOKS	910.52
PO3W-220000000040	SAGE PUBLICATIONS INC	210.19
PO3W-220000000041	BARNES & NOBLE	35.17
PO3W-220000000049	OFFICE DEPOT	150.77
PO3W-220000000050	SchoolsFirst Federal Credit Union	356.10
PO3W-220000000051	OFFICE DEPOT COPY PAPER - WAREHOUSE STOCK - PROCUREMENT & CONTRACT SERVICES	23,606.29
PO3W-220000000052	VETERAN BUILDING MAINTENANCE, LLC CUSTODIAL WAREHOUSE STOCKS - PROCUREMENT & CONTRACT SERVICES	29,134.94
PO3W-220000000053	THE HOME DEPOT PRO (SUPPLYWORKS) CUSTODIAL SUPPLIES WAREHOUSE STOCK - PROCUREMENT & CONTRACT SERVICES	12,405.51
PO3W-220000000057	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - BA;BOA ELEMENTARY SCHOOL	1,872.66
PO3W-220000000059	SAVVAS LEARNING COMPANY LLC	247.20
PO3W-220000000060	SAVVAS LEARNING COMPANY LLC	905.76
PO3W-220000000062	SAVVAS LEARNING COMPANY LLC	803.94
PO3W-220000000063	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - EDISON ELEMENTARY SCHOOL	4,348.61
PO3W-220000000064	SAVVAS LEARNING COMPANY LLC	976.37
PO3W-220000000065	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - FREMONT ELEMENTARY SCHOOL	1,290.21
PO3W-220000000066	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - GLENOAKS ELEMENTART SCHOOL	2,324.08
PO3W-220000000067	SAVVAS LEARNING COMPANY LLC	256.34
PO3W-220000000068	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - KEPPEL ELEMENTARY SCHOOL	2,963.54
PO3W-220000000069	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - LA CRESCENTA ELEMENTARY SCHOOL	1,112.04

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000070	SAVVAS LEARNING COMPANY LLC	418.34
PO3W-220000000071	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - MARSHALL ELEMENTARY SCHOOL	1,838.53
PO3W-220000000072	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - MONTE VISTA ELEMENTARY SCHOOL	2,124.84
PO3W-220000000073	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - MOUNTAIN AVENUE ELEMENTARY SCHOOL	1,121.92
PO3W-220000000074	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - MUIR ELEMENTARY SCHOOL	5,348.90
PO3W-220000000075	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - R. D. WHITE ELEMENTARY SCHOOL	1,602.08
PO3W-220000000076	SAVVAS LEARNING COMPANY LLC	644.73
PO3W-220000000077	SAVVAS LEARNING COMPANY LLC ENVISION MATH MANIPULATIVE CLASS KITS - VERDUGO WOODLANDS ELEMENTARY SCHOOL	2,062.31
PO3W-220000000089	OFFICE DEPOT	199.62
PO3W-220000000092	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - TASK CHAIR - WORKERS COMP	264.59
PO3W-220000000093	OFFICE DEPOT	529.19
PO3W-220000000096	AREY JONES EDUCATIONAL SOLUTIONS	734.36
PO3W-220000000102	OFFICE DEPOT	489.54
PO3W-220000000103	ORCAM INC ASSISTIVE DEVICE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	4,134.38
PO3W-220000000107	SCHOOL DATEBOOKS, INC INSTRUCTIONAL MATERIALS & SUPPLIES -MONTE VISTA ELEMENTARY SCHOOL	1,974.22
PO3W-220000000109	GOODHEART-WILLCOX CO., INC. BOOKS - CLARK MAGNET HIGH SCHOOL	8,050.89
PO3W-220000000111	OFFICE DEPOT OFFICE FURNITURE - ROOSEVELT MIDDLE SCHOOL	1,397.92

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000117	GOODHEART-WILLCOX CO., INC. BOOKS - CRESCENTA VALLEY HIGH SCHOOL	1,154.02
PO3W-220000000118	GOODHEART-WILLCOX CO., INC.	927.22
PO3W-220000000119	GOODHEART-WILLCOX CO., INC. BOOKS - GLENDALE HIGH SCHOOL	11,494.75
PO3W-220000000120	GOODHEART-WILLCOX CO., INC. BOOKS - HOOVER HGIH SCHOOL	9,195.96
PO3W-220000000121	MCGRAW-HILL EDUCATION BOOKS - HOOVER HGIH SCHOOL	2,263.97
PO3W-220000000122	MCGRAW-HILL EDUCATION BOOKS - CRESCENTA VALLEY HIGH SCHOOL	2,660.41
PO3W-220000000123	MCGRAW-HILL EDUCATION BOOKS - CLARK MAGNET HIGH SCHOOL	11,492.41
PO3W-220000000124	MCGRAW-HILL EDUCATION	611.83
PO3W-220000000125	MCGRAW-HILL EDUCATION BOOKS - TOLL MIDDLE SCHOOL	1,343.76
PO3W-220000000126	INT'L INSTITUTE FOR RESTORATIVE PRACTICE BOOKS - ROOSEVELT MIDDLE SCHOOL	7,542.74
PO3W-220000000128	MCGRAW-HILL EDUCATION BOOKS - GLENDALE HIGH SCHOOL	4,777.68
PO3W-220000000129	MCGRAW-HILL EDUCATION BOOKS - CRESCENTA VALLEY HIGH SCHOOL	4,777.68
PO3W-220000000130	MCGRAW-HILL EDUCATION CA INSPIRE PHYSICS - HOOVER HIGH SCHOOL	9,555.37
PO3W-220000000131	MCGRAW-HILL EDUCATION BOOKS - WILSON MIDDLE SCHOOL	14,639.29
PO3W-220000000135	OFFICE DEPOT PRINICIPAL'S OFFICE FURNITURE - COLUMBUS ELEMENTARY SCHOOL	8,426.86
PO3W-220000000137	ATLAS COMMERICAL PRODUCTS AUDITORIUM CHAIRS - GLENDALE HIGH SCHOOL	2,169.15
PO3W-220000000160	AMAZON CAPITAL SERVICES, INC.	211.05
PO3W-220000000161	OFFICI COMPUTER KEYBOARD - WILSON MIDDLE SCHOOL	242.54

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000163	AMAZON CAPITAL SERVICES, INC.	27.54
PO3W-220000000171	THE H ERGONOMIC EQUIPMENT - HUMAN RESOURCES	265.83
PO3W-220000000172	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - ERGONOMIC EQUIP - WORKERS COMP	37.47
PO3W-220000000174	EASTBAY INC FOOTBALL HELMETS - GLENDALE HIGH SCHOOL	9,559.45
PO3W-220000000176	ALL AMERICAN SPORTS CORP. FOOTBALL HELMETS - CRESCENTA VALLEY HIGH SCHOOL	14,234.53
PO3W-220000000179	VIRCO INC.	723.11
PO3W-220000000184	AMAZON CAPITAL SERVICES, INC.	851.68
PO3W-220000000186	CLEAN SWEEP SUPPLY CO INC	291.33
PO3W-220000000187	MCGRAW-HILL EDUCATION INSTRUCTIONAL MATERIALS - ROSEMONT MIDDLE SCHOOL	1,359.03
PO3W-220000000189	BURBANK IRRIGATION SUPPLY GROUNDS TOOLS - FACILITY & SUPPORT OPERATIONS	5,277.53
PO3W-220000000192	CDW GOVERNMENT COMPUTER EQUIPMENT - TOLL MIDDLE SCHOOL	2,394.23
PO3W-220000000194	AMAZON CAPITAL SERVICES, INC.	37.46
PO3W-220000000199	AMAZON CAPITAL SERVICES, INC.	313.05
PO3W-220000000205	BURBANK PRINTING	37.49
PO3W-220000000206	ALL AMERICAN SPORTS CORP. FOOTBALL HELMETS - HOOVER HIGH SCHOOL	8,555.35
PO3W-220000000210	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - ERGONIMIC EQUIP - WORKERS COMP	122.45
PO3W-220000000211	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - ERGONOMIC EQUIP - WORKERS COMP	86.02
PO3W-220000000216	LAKESHORE LEARNING	34.53
PO3W-220000000217	LAKESHORE LEARNING	557.17
PO3W-220000000218	LAKESHORE LEARNING	34.53
PO3W-220000000219	LAKESHORE LEARNING	34.53
PO3W-220000000220	LAKESHORE LEARNING	34.53
PO3W-220000000221	LAKESHORE LEARNING	34.53
PO3W-220000000224	TORO'S LAWNMOWER & GARDEN GROUNDS EQUIPMENT - FACILITY & SUPPORT OPERATIONS	2,866.50
PO3W-220000000240	HOUGHTON MIFFLIN HARCOURT	344.52
PO3W-220000000246	HAND2MIND INC	176.27
PO3W-220000000247	HAND2MIND INC	160.01
PO3W-220000000248	HAND2MIND INC	460.65

UNRESTRICTED RESOURCES (CONTINUATION)		AMOUNT
PO NUMBER	VENDOR	
PO3W-220000000249	HAND2MIND INC	329.68
PO3W-220000000250	HAND2MIND INC	193.08
PO3W-220000000252	HAND2MIND INC	707.41
PO3W-220000000253	HAND2MIND INC	182.92
PO3W-220000000254	HAND2MIND INC	883.80
PO3W-220000000255	HAND2MIND INC	678.79
PO3W-220000000261	PERMA-BOUND- A DIVISION OF BOOKS - TOLL MIDDLE SCHOOL	2,539.05
PO3W-220000000262	THE HOME DEPOT PRO (SUPPLYWORKS)	322.79
PO3W-220000000264	AMAZON CAPITAL SERVICES, INC.	285.66
PO3W-220000000266	BURBANK PRINTING	31.97
PO3W-220000000268	AMAZON CAPITAL SERVICES, INC.	79.49
		-----
TOTAL		14,611,771.21
FEDERAL RESTRICTED RESOURCES		
PO1-220000000003	SUBSCRIPTION SERVICES OF AMERICA INC.	
PO1-220000000019	WELLNESS TOGETHER	83.88
PO1-220000000020	WELLNESS TOGETHER	287.97
PO1-220000000035	HELP ME 2 LEARN COMPANY INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	296.34 2,500.00
PO1-220000000039	SCHOLASTIC MAGAZINES MAGAZINE SUBSCRIPTION - MARSHALL ELEMENTARY SCHOOL	1,924.45
PO1-220000000048	SMART & FINAL IRIS COMPANY	
PO1-220000000052	CHRISTINA HARGADEN	500.00
PO1-220000000053	CALIFORNIA LANGUAGE TEACHERS' ASSOCIATION	425.00
PO1-220000000057	CABE- CAL ASSOC. FOR BILINGUAL EDUCATION SERVICE AGREEMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	350.00 5,500.00
PO1-220000000076	ORIENTAL TRADING INC. BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000077	DISCOUNT SCHOOL SUPPLY BLANKET PO FOR INSTRUCTIONAL SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000078	S & S WORLDWIDE BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000079	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000080	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000081	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000082	LAKESHORE LEARNING BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000083	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR INSTRUCTIONAL SUPPLIES-CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	7,000.00
PO1-220000000092	AMS.NET SUBSCRIPTION RENEWAL FOR CISCO WEB FILTER AND MALWARE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,012,845.60
PO1-220000000127	OFFICE DEPOT BLANKET PO FOR SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,000.00
PO1-220000000128	OFFICE DEPOT BLANKET PO FOR SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	3,000.00
PO1-220000000133	YMCA OF GLENDALE SUMMER CAMP PROGRAMS - BUSINESS SERVICES	403,200.00
PO1-220000000151 PO1-220000000152	WILLIAM MARSH RICE UNIVERSITY AP SEMINARS SILICON VALLEY, LLC	650.00
PO1-220000000168	MOTIVATING SYSTEMS, LLC INSTRUCTIONAL SOFTWARE - WILSON MIDDLE SCHOOL	650.00 6,993.37
PO1-220000000169 PO1-220000000176	FACING HISTORY AND OURSELVES NATIONAL FOUNDATION, INC. COMPLETE BUSINESS SYSTEMS	200.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000177	COMPLETE BUSINESS SYSTEMS	950.00
PO1-220000000178	COMPLETE BUSINESS SYSTEMS	950.00
PO1-220000000190	AMS.NET NON ERATE 24 FIREWALL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	950.00 88,653.07
PO1-220000000191	AMS.NET E-RATE 24 FIREWALL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	153,861.11
PO1-220000000242	CURRICULUM ASSOCIATES INC IREADY DISTRICT SUBSCRIPTION - SECONDARY SERVICES	1,172,705.46
PO1-220000000243	NEWSLA, INC DISTRICT SUBSCRIPTION - SECONDARY SERVICES	150,000.00
PO1-220000000245	NWEA DISTRICT SUBSCRIPTION - SECONDARY SERVICES	191,454.38
PO1-220000000246	EDGENUITY INC. DISTRICT SUBSCRIPTION - SECONDARY SERVICES	37,500.00
PO1-220000000253	PARKER-ANDERSON LEARNING CENTER SERVICE AGREEMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	4,800.00
PO1-220000000264	FUEL EDUCATION LLC FUEL EDUCATION DISTRICT SUBSCRIPTION - ADMIN PROGRAM	21,500.00
PO1-220000000266	CHILDCARE CAREERS LLC BLANKET PURCHASE ORDER FOR CHILDCARE CAREERS- CAMPALOOZA - CHILDCARE & DEVELOPMENT CENTER	10,000.00
PO1-220000000281	YMCA OF THE FOOTHILLS SUMMER CAMP PROGRAM - BUSINESS SERVICES	403,200.00
PO1-220000000284	NEARPOD INC. SOFTWARE LICENSE - TEACHING & LEARNING	19,198.00
PO1-220000000285	NEARPOD INC. SOFTWARE LICENSE - TEACHING & LEARNING	188,500.00
PO1-220000000290	DICK BLICK ART MATERIALS BLANKET PO FOR INSTRUCTIONAL MATERIALS & SUPPLIES (ART) - CLARK MAGNET HIGH SCHOOL	2,500.00
PO1-220000000340	COPY NETWORK BLANKET PO FOR PRINTING & REPRODUCTION - CLARK MAGNET HIGH SCHOOL	3,000.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000352	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PURCHASE ORDER FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	1,500.00
PO1-220000000354	VITAL HEALTHCARE, INC BLANKET PO FOR COVID-19 TESTING - BUSINESS SERVICES	250,000.00
PO1-220000000357	COAST 2 COAST COACHING, INC. SUMMER CAMP PROGRAMS - Weeks 1 and 2 - BUSINESS SERVICES	199,168.00
PO1-220000000359	SCHOLASTIC INC.	798.75
PO1-220000000360	SCHOLASTIC MAGAZINES	72.16
PO1-220000000374	OFFICE DEPOT BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,000.00
PO1-220000000375	OFFICE DEPOT BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,000.00
PO1-220000000378	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	10,000.00
PO1-220000000379	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	6,000.00
PO1-220000000380	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	7,000.00
PO1-220000000381	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,000.00
PO1-220000000384	BURBANK PRINTING BLANKET PO FOR PRINTING AND REPRODUCTION - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,000.00
PO1-220000000401	TINA DEMIRDJIAN PERSONAL SERVICES AGREEMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	3,600.00
PO1-220000000404	ANIE GARABEDIAN PERSONAL SERVICE AGREEMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	4,246.00
PO1-220000000429	APSI SAN GABRIEL	600.00
PO1-220000000430	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,000.00



PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000433	OFFICE DEPOT BLANKET PO FOR PRINTING & REPRODUCTION - JEFFERSON ELEMENTARY SCHOOL	1,500.00
PO1-220000000434	BURBANK PRINTING BLANKET PO FOR PRINTING & REPRODUCTION - COLUMBUS ELEMENTARY SCHOOL	1,500.00
PO1-220000000435	LAKESHORE LEARNING BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	1,500.00
PO1-220000000436	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	3,000.00
PO1-220000000437	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	4,000.00
PO1-220000000449	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	10,000.00
PO1-220000000452	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO1-220000000453	VERIZON WIRELESS HOTSPOTS FOR DISTANCE LEARNING - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	220,000.00
PO1-220000000456	UNITED SITE SERVICES OF CALIFORNIA, INC RENTAL PORTABLE RESTROOMS - PLANNING & DEVELOPMENT	12,218.00
PO1-220000000458	THE SOUTHERN CA LEARNING CORP. SERVICES AGREEMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	30,000.00
PO1-220000000469	PLACER COUNTY OFFICE OF EDUCATION CONFERENCE AND TRAVEL - GLENDALE HIGH SCHOOL	2,800.00
PO1-220000000473	CDW GOVERNMENT INSTRUCTIONAL SOFTWARE LICENSE - WILSON MIDDLE SCHOOL	6,037.50
PO1-220000000475	READY REFRESH BY NESTLE (ARROWHEAD) BLANKET PO FOR WATER SERVICE - SPECIAL EDUCATION	2,000.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000483	OFFICE DEPOT AUDIO/VISUAL & COMPUTER EQUIPMENT - CERRITOS ELEMENTARY SCHOOL	1,320.00
PO1-220000000492	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	844.43
PO1-220000000497	OFFICE DEPOT BLANKET PO FOR OFFICE MATERIALS AND SUPPLIES - GLENDAL HIGH SCHOOL	5,000.00
PO1-220000000501	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - ROOSEVELT MIDDLE SCHOOL	3,000.00
PO1-220000000502	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-220000000503	OFFICE DEPOT BLANKET PO FOR INSTRUCTIONAL MATERIALS AND SUPPLIES - ROOSEVELT MIDDLE SCHOOL	3,000.00
PO1-220000000504	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO1-220000000505	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR SUPPLIES- SPECIAL EDUCATION	1,500.00
PO1-220000000506	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO1-220000000507	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO1-220000000508	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO1-220000000509	LAKESHORE LEARNING BLANKET PO FOR SUPPLIES- SPECIAL EDUCATION	3,000.00
PO1-220000000510	LAKESHORE LEARNING BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,000.00
PO3W-220000000015	LEGO EDUCATION INSTRUCTIONAL SUPPLIES - CERRITOS ELEMENTARY SCHOOL	3,075.31
PO3W-220000000018	AMAZON CAPITAL SERVICES, INC.	164.27
PO3W-220000000019	APPLE COMPUTER AUDIO/VISUAL & COMPUTER EQUIPMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	7,212.95

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000020	APPLE COMPUTER AUDIO/VISUAL & COMPUTER EQUIPMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	3,924.90
PO3W-220000000022	SAMY'S CAMERA AUDIOVISUAL EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	1,485.07
PO3W-220000000025	THE HOME DEPOT PRO (SUPPLYWORKS)	982.73
PO3W-220000000032	IXL LEARNING INSTRUCTIONAL SOFTWARE LICENSE - TOLL MIDDLE SCHOOL	2,195.00
PO3W-220000000033	CLARIDGE PRODUCTS AND EQUIPMENT, LLC CLASSROOM EQUIPMENT - TOLL MIDDLE SCHOOL	5,460.03
PO3W-220000000034	EDGENUITY INC. SOFTWARE LICENSE - DAILY HIGH SCHOOL	18,750.00
PO3W-220000000038	J.W. PEPPER & SON, INC.	288.46
PO3W-220000000039	SCHOOL DATEBOOKS, INC INSTRUCTIONAL SUPPLIES - R. D. WHITE ELEMENTARY SCHOOL	2,569.07
PO3W-220000000043	AREY JONES EDUCATIONAL SOLUTIONS	407.00
PO3W-220000000044	IXL LEARNING SOFTWARE LICENSE - LINCOLN ELEMENTARY SCHOOL	18,832.00
PO3W-220000000055	OFFICE DEPOT AUDIO/VISUAL & COMPUTER EQUIPMENT -WILSON MIDDLE SCHOOL	1,002.56
PO3W-220000000058	CDW GOVERNMENT	888.18
PO3W-220000000080	GRAINGER	738.95
PO3W-220000000082	CULVER-NEWLIN, INC OUTDOOR TABLES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	44,771.32
PO3W-220000000086	VIRCO INC. CLASSROOM FURNITURE - MOUNTAIN AVENUE ELEMENTARY SCHOOL	11,481.13
PO3W-220000000088	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - TOLL MIDDLE SCHOOL	17,282.90
PO3W-220000000097	OFFICE DEPOT AIR PURIFIER & FILTER - PLANNING & DEVELOPMENT	131,418.00
PO3W-220000000108	ULINE SHIPPING SUPPLY	504.15
PO3W-220000000113	INFO-COM BUSINESS PRODUCTS WORKSTATIONS - PLANNING & DEVELOPMENT	4,519.64

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000115	MAINTEX	
PO3W-220000000127	GALE SUPPLY COMPANY	131.87
PO3W-220000000136	SCHOOL DATEBOOKS, INC	355.12
PO3W-220000000140	CDW GOVERNMENT	994.12
PO3W-220000000142	THE HOME DEPOT PRO (SUPPLYWORKS)	958.51
PO3W-220000000143	BEAR COMMUNICATIONS INC DBA BEARCOM COMMUNICATION EQUIP - STUDENT SUPPORT SERVICES	430.78 2,574.34
PO3W-220000000145	THE HOME DEPOT PRO (SUPPLYWORKS)	
PO3W-220000000147	AMAZON CAPITAL SERVICES, INC. MEVO A/V EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	56.62 1,466.25
PO3W-220000000151	BARNES & NOBLE	
PO3W-220000000155	RANCHO JANITORIAL	594.36
PO3W-220000000175	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	528.87 17,282.90
PO3W-220000000183	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000207	OFFICE DEPOT	145.63
PO3W-220000000209	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT - JEFFERSON ELEMENTARY	99.21 2,908.17
PO3W-220000000222	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000227	NIMCO LANYARDS - EDUCATIONAL SERVICES	154.32 6,363.49
PO3W-220000000229	THE HOME DEPOT PRO (SUPPLYWORKS)	
PO3W-220000000238	SCREEN SURGEONS LLC CHROMEBOOK REPLACEMENT SCREENS - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	274.54 1,102.50
PO3W-220000000239	AMS.NET E-RATE APC UPS - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	29,444.83
PO3W-220000000241	PROGRESS PUBLICATIONS	
PO3W-220000000259	LACOE	705.60
PO3W-220000000263	THE HOME DEPOT PRO (SUPPLYWORKS) CUSTODIAL SUPPLIES - SUMMER PROGRAM - HOOVER HIGH SCHOOL	483.67 1,049.78
TOTAL		5,117,392.57

PO NUMBER	STATE RESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000000010	SCREENCASTIFY, LLC SCREENCASTIFY UNLIMITED DISTRICT PLAN - SECONDARY SERVICES	26,200.00
PO1-220000000017	UNMANNED SAFETY INSTITUTE, INC. VSO TRAINING & CERTIFICATION - CLARK MAGNET HS -	1,700.00
PO1-220000000018	CAREERSAFE, LLC OSHA 10 HOUR CERTIFICATION - SUMMER CONSTRUCTION CAMP - CTE	1,500.00
PO1-220000000023	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	
PO1-220000000041	SMART & FINAL IRIS COMPANY	900.00
PO1-220000000054	CPI CONFERENCE EXPENSES - FOOTHILL SELPA	800.00 3,699.00
PO1-220000000084	INSTRUCTURE, INC. CANVAS SUBSCRIPTION - OCCA - CTE	16,998.50
PO1-220000000090	FIRST STUDENT BLANKET PO FOR TRANSPORTATION - CTE	5,000.00
PO1-220000000114	HOSA-FUTURE HEALTH PROFESSIONALS	
PO1-220000000122	OFFICE DEPOT BLANKET PO FOR SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	20.00 2,000.00
PO1-220000000185	OFFICE DEPOT BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	20,000.00
PO1-220000000186	OFFICE DEPOT BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,500.00
PO1-220000000188	AMAZON CAPITAL SERVICES, INC.	
PO1-220000000189	LAKESHORE LEARNING	300.00
PO1-220000000192	DISCOUNT SCHOOL SUPPLY BLANKET PO FOR SUPPLIES - CAMP EXCEL - CHILDCARE & DEVELOPMENT CENTER	100.00 2,500.00
PO1-220000000193	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - CAMP EXCEL - CHILDCARE & DEVELOPMENT CENTER	5,500.00
PO1-220000000194	S & S WORLDWIDE BLANKET PO FOR SUPPLIES - CAMP EXCEL - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000197	RICOH USA, INC	
PO1-220000000201	SEESAW LEARNING, INC. SOFTWARE LICENSE - COULTER -TEACH/LEARN	240.00 23,375.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000204	NOTABLE INCORPORATED KAMI SOFTWARE LICENSE - COULTER -TEACH/LEARN	54,600.00
PO1-220000000206	CDW GOVERNMENT ADOBE SOFTWARE LICENSES - CTE	25,987.50
PO1-220000000207	LISTEN INNOVATION INC LISTENWISE DISTRICT LICENSE - COULTER -TEACH/LEARN	114,599.00
PO1-220000000208	CDW GOVERNMENT GOOGLE ENTERPRISE SUBSCRIPTION LICENSE - COULTER - TEACH/LEARN	31,200.00
PO1-220000000209	TESTOUT CORPORATION SOFTWARE LICENSES -CLARK MAGNET - CTE	4,750.00
PO1-220000000210	STUKENT, INC SOFTWARE LICENSES -CLARK MAGNET - CTE	2,000.00
PO1-220000000211	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES - TEACHING & LEARNING	1,000.00
PO1-220000000218	ROSE BRAND WEST	500.00
PO1-220000000229	OFFICE DEPOT BLANKET PO FOR SUPPLIES - TEACHING & LEARNING	1,000.00
PO1-220000000232	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - TEACHING & LEARNING	1,000.00
PO1-220000000254	CAREERSAFE, LLC SAFETY CERTIFICATION - CTE COURSES	1,373.00
PO1-220000000267	OFFICE DEPOT BLANKET PO FOR SUPPLIES - FACTS/SPECIAL EDUCATION	3,500.00
PO1-220000000268	LA COUNTY MTA BLANKET PO FOR FACTS GO-TAP ACCOUNT - SPECIAL EDUCATION	7,000.00
PO1-220000000269	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - FACTS/SPECIAL EDUCATION	6,000.00
PO1-220000000270	OFFICE DEPOT BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	3,500.00
PO1-220000000271	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,000.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000272	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	1,500.00
PO1-220000000273	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	1,500.00
PO1-220000000274	LAKESHORE LEARNING	500.00
PO1-220000000283	INTERNATIONAL CODE COUNCIL	150.00
PO1-220000000294	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	1,000.00
PO1-220000000298	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	4,000.00
PO1-220000000299	SCHOOL SPECIALTY LLC BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	1,000.00
PO1-220000000313	CHILDCARE CAREERS LLC BLANKET PO FOR SUPPLIES - CAMP EXCEL - CHILDCARE & DEVELOPMENT CENTER	10,000.00
PO1-220000000334	PREMIER LIGHTING & PRODUCTION	500.00
PO1-220000000337	DIRECT TOOLS & FASTENERS INC	600.00
PO1-220000000338	MARK'S PAINT	500.00
PO1-220000000353	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PO FOR CREDIT CARD REIMBURSEMENT FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	1,500.00
PO1-220000000361	OFFICE DEPOT BLANKET PO FOR SUPPLIES - FOOTHILL SELPA	2,000.00
PO1-220000000362	OFFICE DEPOT	500.00
PO1-220000000363	OFFICE DEPOT	400.00
PO1-220000000364	N2Y STORE SOFTWARE LICENSE - SPECIAL EDUCATION	30,658.09
PO1-220000000376	OFFICE DEPOT BLANKET PO FOR SUPPLIES - CLOUD/SPECIAL EDUCATION	1,500.00
PO1-220000000377	OFFICE DEPOT BLANKET PO FOR SUPPLIES - CLOUD/SPECIAL EDUCATION	1,000.00
PO1-220000000385	SCHOOLSFIRST FEDERAL CREDIT UNION	198.00
PO1-220000000386	JIGSAW LEARNING LLC ANNUAL STUDENT SUBSCRIPTION - SPECIAL EDUCATION	6,320.00
PO1-220000000408	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES - SPECIAL EDUCATION	2,500.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000410	SHRED CONFIDENTIAL, INC. BLANKET PO FOR SHREDDING SERVICES - SPECIAL EDUCATION	1,500.00
PO1-220000000414	HATCH & CESARIO ATTORNEYS-AT-LAW LEGAL FEES - SPECIAL EDUCATION	2,027.50
PO1-220000000416	ATKINSON, ANDELSON, LOYA, RUUD& ROMO PROFESSIONAL SERVICES - SPECIAL EDUCATION	9,027.50
PO1-220000000424	BURBANK UNIFIED SCHOOL DIST	50.87
PO1-220000000426	BURBANK UNIFIED SCHOOL DIST PROFESSIONAL SERVICES - FOOTHILL SELPA	3,655.65
PO1-220000000427	FEDEX FREIGHT BLANKET PO FOR POSTAGE SUPPLIES - SPECIAL EDUCATION	1,000.00
PO1-220000000443	PEDIATRIC THERAPY SERVICES, LLC PRE AUTHORIZED; ACCRUAL OF JUNE 2021 INVOICE - SPECIAL EDUCATION	1,900.00
PO1-220000000444	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA CONFERENCE EXPENSES - HELLO LITERACY - CTE	149.00
PO1-220000000464	GREEN NINJA GREEN NINJA STUDENT WORKBOOKS - EDUCATIONAL SERVICES	206,392.43
PO1-220000000465	GREEN NINJA GREEN NINJA STUDENT WORKBOOKS - EDUCATIONAL SERVICES	163,900.00
PO1-220000000467	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA XENOLEARN.COM - CONFERENCE EXPENSES - TEACHING & LEARNING	249.00
PO1-220000000490	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PURCHASE ORDER FOR CREDIT CARD REIMBURSEMENT FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,500.00
PO1-220000000513	SMART & FINAL IRIS COMPANY BLANKET PO FOR SUPPLIES- FOOTHILL SELPA	2,000.00
PO1-220000000514	SMART & FINAL IRIS COMPANY	400.00
PO3W-220000000024	TOON BOOM ANIMATION INC.	300.00
PO3W-220000000036	SCHOOL SPECIALTY LLC FURNITURE - CRESCENTA VALLEY HS - CTE	3,482.66



PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000042	AMAZON CAPITAL SERVICES, INC.	152.03
PO3W-220000000045	AVID TECHNOLOGY INC. AVID SOFTWARE LICENSE - CRESCENTA VALLE HS - CTE	3,000.00
PO3W-220000000047	AVID TECHNOLOGY INC. AVID SOFTWARE LICENSE - CLARK MMAGNET - CTE	6,000.00
PO3W-220000000048	CULVER-NEWLIN, INC FURNITURE - ROSEMONT MS - CTE	27,757.06
PO3W-220000000079	MAKERBOT INDUSTRIES LLC 3D PRINTER - ROSEMONT MS - CTE	2,670.16
PO3W-220000000083	GOLDEN STAR TECHNOLOGY INC. COMPUTER EQUIP - GHS - CTE	75,676.84
PO3W-220000000091	WENGER CORPORATION STAGE RISERS - ROSEMONT MS - CTE	2,498.31
PO3W-220000000095	CDW GOVERNMENT TV DISPLAYS - GHS - CTE	17,282.90
PO3W-220000000098	COCHLEAR AMERICAS	379.29
PO3W-220000000099	OFFICE DEPOT	97.36
PO3W-220000000104	CPI CPI WORKBOOKS FOR TRAININGS 21-22 - FOOTHILL SELPA	9,477.09
PO3W-220000000105	MICHIGAN BRAILLE TRANSCRIBING FUND ENVISION MATH2.0 STUDENT SOFTWARE - FOOTHILL SELPA	1,130.94
PO3W-220000000106	MICHIGAN BRAILLE TRANSCRIBING FUND INSTRUCTIONAL SUPPLIES - FOOTHILL SELPA	1,198.20
PO3W-220000000110	SOUTHWEST MEDICAL ADAPTIVE EQUIPMENT - FOOTHILL SELPA	6,232.36
PO3W-220000000114	SCHOOL OUTFITTERS	601.53
PO3W-220000000133	CDW GOVERNMENT TV DISPLAYS - CRESCENTA VALLEY HIGH SCHOOL	2,468.99
PO3W-220000000138	GLOBAL EQUIPMENT COMPANY INSTRUCTIONAL EQUIPMENT - HOOVER HS - CTE	5,176.67
PO3W-220000000144	THE HOME DEPOT PRO (SUPPLYWORKS)	187.32
PO3W-220000000146	FISHER SCIENTIFIC	160.58
PO3W-220000000148	APPLE COMPUTER IPAD AIR - FOOTHILL SELPA	1,245.55

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000149	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000150	CAROLINA BIOLOGICAL SUPPLY CO.	47.38
PO3W-220000000152	WET	78.14
PO3W-220000000153	AARDVARK	485.10
PO3W-220000000154	DICK BLICK ART MATERIALS	423.05
	CERAMIC INSTRUCTIONAL SUPPLIES - HOOVER HS - CTE	1,795.53
PO3W-220000000156	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000157	LAGUNA CLAY CO	62.78
PO3W-220000000158	DIGI-KEY CORP DBA DIGI-KEY ELECTRONICS	796.80
PO3W-220000000159	AMAZON CAPITAL SERVICES, INC.	385.88
PO3W-220000000162	DICK BLICK ART MATERIALS	42.35
PO3W-220000000164	AMAZON CAPITAL SERVICES, INC.	498.77
PO3W-220000000165	APPLE COMPUTER	9.91
PO3W-220000000166	CDW GOVERNMENT	500.00
	VIDEO PRODUCATION EQUIPMENT - ROSEMONT MS - CTE	1,043.04
PO3W-220000000167	APPLE COMPUTER	
PO3W-220000000170	APPLE COMPUTER	162.07
	TECHNOLOGY EQUIPMENT - HOOVER HS - CTE	58,960.80
PO3W-220000000173	EDCLUB INC.	
PO3W-220000000178	MEDICALESHOP	561.40
	ADAPTIVE EQUIPMENT - FOOTHILL SELPA	1,747.46
PO3W-220000000181	AREY JONES EDUCATIONAL SOLUTIONS	
	COMPUTER EQUIPMENT - WILSON MS - CTE	14,868.12
PO3W-220000000185	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000188	GOODHEART-WILLCOX CO., INC.	683.53
	TEXTBOOKS - HOOVER HS - CTE	2,857.79
PO3W-220000000190	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000193	BSN SPORTS	260.04
	EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	6,850.62
PO3W-220000000195	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000200	AMAZON CAPITAL SERVICES, INC.	163.89
PO3W-220000000201	AMAZON CAPITAL SERVICES, INC.	25.30
PO3W-220000000202	NEW ASIA FSE, INC.	198.38
	CULINARY EQUIPMENT - HOOVER HS - CTE	79,542.39
PO3W-220000000203	AMAZON CAPITAL SERVICES, INC.	
PO3W-220000000204	AMAZON CAPITAL SERVICES, INC.	74.96
PO3W-220000000213	THE HOME DEPOT PRO (SUPPLYWORKS)	118.94
PO3W-220000000214	AMAZON CAPITAL SERVICES, INC.	157.29
PO3W-220000000223	THE HOME DEPOT PRO (SUPPLYWORKS)	109.13
PO3W-220000000225	HOME DEPOT CREDIT SERVICES	122.23

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000228	SCHOOLSFIRST FEDERAL CREDIT UNION	195.95
PO3W-220000000230	NEW ASIA FSE, INC. CULINARY EQUIPMENT - HOOVER HS - CTE	458.64 20,120.93
PO3W-220000000232	CDW GOVERNMENT TECHNOLOGY EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	1,000.54
PO3W-220000000233	COCHLEAR AMERICAS	369.34
PO3W-220000000234	AMAZON CAPITAL SERVICES, INC. WELLNESS CLASSROOM FURNITURE - CRESCENTA VALLEY HIGH SCHOOL	2,436.56
PO3W-220000000235	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT - CLARK MAGNET - CTE	83,384.95
PO3W-220000000236	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT - TOLL MS - CTE	74,340.61
PO3W-220000000237	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT - ROOSEVELT MS - CTE	74,340.61
PO3W-220000000242	LAGUNA CLAY CO CERAMICS SUPPLIES - HOOVER HS - CTE	1,595.12
PO3W-220000000243	WINSOR LEARNING, INC WINSOR LEARNING SONDAY SYSTEM - MOUNTAIN AVENUE ELEMENTARY SCHOOL	3,615.43
PO3W-220000000244	KVM SWITCHES ONLINE, LLC COMPUTER EQUIPMENT - CLARK MAGNET - CTE	2,227.02
PO3W-220000000245	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT -ROSEMONT - CTE	6,035.01
PO3W-220000000260	THE HOME DEPOT PRO (SUPPLYWORKS)	166.74
PO3W-220000000267	AMAZON CAPITAL SERVICES, INC.	498.27
	TOTAL	1,451,514.67
LOCAL RESTRICTED RESOURCES		
PO1-220000000030	CITY OF GLENDALE LOAN REPAYMENT - BUSINESS SERVICES	279,000.00
PO1-220000000096	BURBANK PRINTING BLANKET PO FOR PRINTING SERVICES - MOUNTAIN AVENUE ES	1,000.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000115	UNIFIRST CORPORATION GUSD DISTRICT UNIFORM & LAUNDRY SERVICE - PLANNING & DEVELOPMENT	42,000.00
PO1-220000000167	RENAISSANCE LEARNING INC SOFTWARE LICENSE - MOUNTAIN AVENUE ES	5,160.00
PO1-220000000174	ENTERPRISE FLEET MANAGEMENT LEASE PAYMENT FOR FASO VEHICLES - PLANNING & DEVELOPMENT	181,894.63
PO1-220000000179	COMPLETE BUSINESS SYSTEMS	950.00
PO1-220000000187	OFFICE DEPOT BLANKET PO FOR TRAINING OFFICE SUPPIES - SPECIAL EDUCATION	10,000.00
PO1-220000000197	RICOH USA, INC	560.00
PO1-220000000214	SMART & FINAL IRIS COMPANY BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	3,500.00
PO1-220000000233	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - CALFRESH - FOOD SERVICES	1,000.00
PO1-220000000234	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR EQUIPMENT - CALFRESH GRANT - FOOD SERVICES	10,000.00
PO1-220000000277	SOUTHWEST COATINGS INC. PAINTING AGREEMENT - PLANNING & DEVELOPMENT	13,500.00
PO1-220000000278	GMS ELEVATOR SERVICES, INC ANNUAL FIRE AND PRESSURE RELIEF ELEVATOR TESTING - PLANNING & DEVELOPMENT	4,600.00
PO1-220000000279	GMS ELEVATOR SERVICES, INC ANNUAL FIRE AND PRESSURE RELIEF ELEVATOR TESTING - PLANNING & DEVELOPMENT	1,725.00
PO1-220000000286	IXL LEARNING SOFTWARE LICENSE - MOUNTAIN AVENUE ELEMENTARY SCHOOL	5,250.00
PO1-220000000289	WORLD BOOK INC.	527.00
PO1-220000000295	SMOKE GUARD CALIFORNIA, INC. INSPECTION AGREEMENT - FACILITY & SUPPORT OPERATIONS	3,098.00
PO1-220000000310	CALIFORNIA COMMERCIAL POOLS, INC.POOLS SERVICE AGREEMENT - PLANNING & DEVELOPMENT	13,560.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000000311	M & r BOILER SERVICE, INC BOILER INSPECTION AGREEMENT - FACILITY & SUPPORT OPERATIONS	2,600.00
PO1-220000000315	GMS ELEVATOR SERVICES, INC ELEVATOR SERVICE AGREEMENT - PLANNING & DEVELOPMENT	45,000.00
PO1-220000000318	IRRIGATOR TECHNICAL SCHOOL	
PO1-220000000320	DAVID GRANT, INC.	75.00
PO1-220000000324	SPARKLETTS	591.37
PO1-220000000382	VERIZON WIRELESS	600.00
PO1-220000000392	VERIZON WIRELESS CELL PHONE SERVICE - PLANNING & DEVELOPMENT	500.00 10,000.00
PO1-220000000395	DEPARTMENT OF SOCIAL SERVICES	
PO1-220000000405	MCKINLEY EQUIPMENT CORPORATION REMOVE AND REPLACE DOCK LEVELERS - PLANNING & DEVELOPMENT	726.00 14,405.40
PO1-220000000417	CART MART INC	
PO1-220000000418	ADEMCO INC., DBA ADI REPAIR SUPPLIES - ELECTRICAL - PLANNING & DEVELOPMENT	18.63 2,895.16
PO1-220000000419	SUNBELT RENTALS, INC	
PO1-220000000420	GMS AUTOGLASS	275.48
PO1-220000000421	TENNANT SALES AND SERVICE	524.35
PO1-220000000422	CENTRAL SCREEN COMPANY	482.90
PO1-220000000423	JB MECHANICAL & PLUMBING SUPPLIES PLUMBING SUPPLIES - PLANNING & DEVELOPMENT	404.25 3,987.26
PO1-220000000425	GMS ELEVATOR SERVICES, INC ELEVATOR SERVICE/REPAIR - PLANNING &	5,857.00
PO1-220000000461	CHARLES MUSIC	
PO1-220000000462	HOME DEPOT CREDIT SERVICES	235.46
PO1-220000000480	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL SUPPLIES - HOOVER HIGH SCHOOL	88.98 8,000.00
PO1-220000000482	WEST COAST ARBORISTS, INC. BLANKET PO FOR TREE TRIMMING SERVICE - PLANNING & DEVELOPMENT	75,000.00
PO1-220000000511	FITBIT, INC. BLANKET PO - WELLNESS - BUSINESS SERVICES	82,080.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000035	RENAISSANCE LEARNING INC SOFTWARE LICENSE RENEWAL - LINCOLN ELEMENTARY SCHOOL	4,057.50
PO3W-220000000084	CDW GOVERNMENT COMPUTER EQUIPMENT - MOUNTAIN AVENUE ELEMENTARY SCHOOL	6,140.38
PO3W-220000000112	TOTAL GRAPHICS	551.25
PO3W-220000000134	AMERICAN EXPRESS CPS GIFT CARD - CONSTRUCTION ACADEMY STUDENTS - CTE	7,872.45
PO3W-220000000168	FLAGHOUSE DIGITAL K-5 ACTIVITY PACK - NUTRITION - FOOD SERVICES	2,053.87
PO3W-220000000191	AMAZON CAPITAL SERVICES, INC.	76.93
PO3W-220000000198	CDW GOVERNMENT	429.61
PO3W-220000000226	WALTERS WHOLESALE ELECTRIC COMPANY LIGHTING CONTROL UNIT - PLANNING & DEVELOPMENT	1,707.50
PO3W-220000000251	CARRON NET COMPANY INCORPORATED	997.35
		-----
	TOTAL	855,558.71
CHILD DEVELOPMENT FUND		
PO1-220000000124	OFFICE DEPOT BLANKET PO FOR OFFICE & INSTRUCTIONAL SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	10,000.00
PO1-220000000125	OFFICE DEPOT BLANKET PO FOR OFFICE & INSTRUCTIONAL SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000197	RICOH USA, INC	180.00
PO1-220000000235	DISCOUNT SCHOOL SUPPLY BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000236	DISCOUNT SCHOOL SUPPLY BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000237	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	1,000.00

PO NUMBER	CHILD DEVELOPMENT FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000000238	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	2,000.00
PO1-220000000239	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000240	SCHOOL SPECIALTY LLC BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000304	S & S WORLDWIDE BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000305	S & S WORLDWIDE BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000306	LAKESHORE LEARNING BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000307	LAKESHORE LEARNING BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000308	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,000.00
PO1-220000000309	AMAZON CAPITAL SERVICES, INC. BLANKET PO FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	5,000.00
PO1-220000000320	DAVID GRANT, INC.	207.79
PO1-220000000484	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PO FOR REIMBURSEMENT FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	8,000.00
PO1-220000000485	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PO FOR REIMBURSEMENT FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	3,500.00
PO1-220000000486	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BLANKET PO FOR REIMBURSEMENT FOR EDIBLE SUPPLIES - CHILDCARE & DEVELOPMENT CENTER	1,054.00
PO3W-220000000215	AMAZON CAPITAL SERVICES, INC.	292.12
TOTAL		71,233.91

PO NUMBER	FOOD SERVICES FUND VENDOR	AMOUNT
PO1-220000000064	QUADIENT LEASING USA, INC BLANKET PO - MONTHLY RENTAL AND MAINTENANCE NEOPOST EQUIP - FOOD SERVICES	4,000.00
PO1-220000000065	POLAR LEASING COMPANY INC. BLANKET PO FOR REFRIGERATION EQUIPMENT RENTAL - FOOD SERVICES	85,000.00
PO1-220000000066	UNITED REFRIGERATION, INC. BLANKET PO FOR PARTS & EQUIPMENT FOR REFRIGERATORS - FOOD SERVICES	10,000.00
PO1-220000000067	SOUTH COAST AIR QUALITY MANAGEMENT DIST. BLANKET PO FOR GAS/PROPPANE CHARBROILER OPERATING FEES - FOOD SERVICES	1,500.00
PO1-220000000069	FLYERS ENERGY, LLC BLANKET PO FOR FUEL PURCHASE - FOOD SERVICES	15,000.00
PO1-220000000070	ARAMARK BLANKET PO FOR SERVICE OF UNIFORM SHIRTS - FOOD SERVICES	12,000.00
PO1-220000000071	FORTRESS ARMORED SERVICES COMPANY BLANKET PO FOR SERVICES - FOOD SERVICES	30,000.00
PO1-220000000072	D R STUART BLANKET PO FOR REFRIGERATOR REPAIRS AND SUPPLIES - FOOD SERVICES	20,000.00
PO1-220000000073	D R STUART BLANKET PO FOR PARTS AND SERVICE - FOOD SERVICES	20,000.00
PO1-220000000074	RENTOKIL NORTH AMERICA INC BLANKET PO FOR PEST CONTROL - FOOD SERVICES	18,000.00
PO1-220000000075	REFRIGERATION HARDWARE SUPPLY CORP. BLANKET PO FOR PARTS & EQUIPMENT FOR REFRIGERATORS AT ALL SITES - FOOD SERVICES	12,000.00
PO1-220000000095	THE HOME DEPOT PRO (SUPPLYWORKS) BLANKET PO FOR DETERGENT AND SANTIZER - FOOD SERVICES	15,000.00
PO1-220000000098	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - TOLL - FOOD SERVICES	45,000.00



PO NUMBER	FOOD SERVICES FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000000099	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - CLARK - FOOD SERVICES	20,000.00
PO1-220000000100	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - WILSON - FOOD SERVICES	35,000.00
PO1-220000000102	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS- ROOSEVELT - FOOD SERVICES	35,000.00
PO1-220000000103	DOMINO'S PIZZA BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	5,000.00
PO1-220000000104	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - ROSEMONT - FOOD SERVICES	20,000.00
PO1-220000000105	AMERICAN WEST RESTAURANT GROUP HOLDINGS BLANKET PO FOR FOOD PRODUCTS - PIZZA HUT - FOOD SERVICES	185,000.00
PO1-220000000106	DOMINO'S PIZZA BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	96,000.00
PO1-220000000107	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - GHS - FOOD SERVICES	170,000.00
PO1-220000000109	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - CVHS - FOOD SERVICES	140,000.00
PO1-220000000110	DRIFTWOOD DAIRY BLANKET PO FOR FOOD PRODUCTS - HOOVER - FOOD SERVICES	210,000.00
PO1-220000000111	P & R PAPER SUPPLY COMPANY BLANKET PO FOR PAPER AND CAFETERIA SUPPLIES - FOOD SERVICES	250,000.00
PO1-220000000117	TITAN SCHOOL SOLUTIONS MENU PRODUCTION SOFTWARE - FOOD SERVICES	24,425.00
PO1-220000000138	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - HOOVER - FOOD SERVICES	770,000.00
PO1-220000000139	GOLD STAR FOODS BLANKET PO FOOD PRODUCTS - GHS - FOOD SERVICES	685,000.00

PO NUMBER	FOOD SERVICES FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000000140	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - CVHS - FOOD SERVICES	595,000.00
PO1-220000000141	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS- CLARK - FOOD	133,000.00
PO1-220000000142	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - WILSON - FOOD SERVICES	193,000.00
PO1-220000000143	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - TOLL - FOOD SERVICES	220,000.00
PO1-220000000144	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - ROSEMONT - FOOD SERVICES	160,000.00
PO1-220000000145	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - ROOSEVELT - FOOD SERVICES	185,000.00
PO1-220000000146	GOLD STAR FOODS BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	50,000.00
PO1-220000000180	OFFICE DEPOT BLANKET PO FOR OFFICE SUPPLIES - FOOD SERVICES	12,000.00
PO1-220000000181	A & A PIZZA, INC. BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	19,600.00
PO1-220000000182	THE FRUITGUYS BLANKET PO FOR FRUIT PRODUCTS FOR THE FFVP GRANT - FOOD SERVICES	30,000.00
PO1-220000000183	NU HEALTH FOODS LLC BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	40,000.00
PO1-220000000212	SUNBELT RENTALS, INC BLANKET PO FOR FUEL AND PROPANE - FOOD SERVICES	1,500.00
PO1-220000000213	PICK UP STIX BLANKET PO FOR FOOD PRODUCTS - FOOD SERVICES	16,000.00
PO1-220000000255	SNA	
PO1-220000000300	UNITED REFRIGERATION, INC.	132.50
PO1-220000000319	DECKER EQUIPMENT/SCHOOL FIX	184.95
PO1-220000000322	HARRIS SCHOOL SOLUTIONS ADMINISTRATIVE SOFTWARE LICENSE - FOOD SERVICES	401.87 15,000.00

PO NUMBER	FOOD SERVICES FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000000325	SHANNON DIVERSIFIED INC	
PO1-220000000326	SHANT HOOD CLEANING SERVICES - FOOD SERVICES	240.00
PO1-220000000327	SHANT HOOD CLEANING SERVICES - FOOD SERVICES	510.00
PO1-220000000328	SHANT HOOD CLEANING SERVICES - FOOD SERVICES	240.00
PO1-220000000336	SHANT HOOD CLEANING SERVICES - FOOD SERVICES	240.00
PO1-220000000365	SAN M HOOD CLEANING SERVICES - FOOD SERVICES	240.00
	MEMBERSHIP FOR SUPER COOP - FOOD SERVICES	1,968.25
PO1-220000000373	HOME DEPOT CREDIT SERVICES	
PO1-220000000413	LOS ANGELES COUNTY PUBLIC HEALTH	18.90
	KITCHEN HEALTH INSPECTIONS - FOOD SERVICES	3,349.00
PO1-220000000432	HYDRAULIC INDUSTRIAL PLUMBING	
PO1-220000000489	K. G. VENTURES INC	712.44
	BLANKET PO FOR FOOD - FOOD SERVICES	15,000.00
PO3W-220000000100	ARROW RESTAURANT EQUIPMENT	
	SERVING LINES FOR BALBOA ES - FOOD SERVICES	48,838.06
PO3W-220000000101	ARROW RESTAURANT EQUIPMENT	
	SERVING LINES FOR R.D.WHITE ES - FOOD SERVICES	51,100.39
		4,726,201.36
	TOTAL	4,726,201.36
	MEASURE S PROJECTS FUND	
PO1-220000000222	COAXIS, INC	
	TECHNICAL SUPPORT - PLANNING & DEVELOPMENT	4,284.56
PO1-220000000244	PARAGON SYSTEMS INC	
	CABLING - PLANNING & DEVELOPMENT	24,593.00
PO1-220000000251	DALTILE LOS ANGELES	
	TILES - PLANNING & DEVELOPMENT	4,622.54
PO1-220000000280	BELDERIAN ENTERPRISES, LLC	
	REMOVE & INSTALL DOORS - PLANNING & DEVELOPMENT	18,614.00
PO1-220000000301	DEPARTMENT OF GENERAL SERVICES	
	DSA FEE - PLANNING & DEVELOPMENT	6,664.00
PO1-220000000302	CERTIFIED WHOLESALE ELECTRIC	
	ELECTRICAL MATERIAL - PLANNING & DEVELOPMENT	1,335.37
PO1-220000000303	WRIGHT'S SUPPLY INC	
PO1-220000000329	OFFICE DEPOT	100.39
	BLANKET PO FOR OFFICE SUPPLIES - PLANNING & DEVELOPMENT	1,000.00

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000000330	READY REFRESH BY NESTLE (ARROWHEAD) BLANKET PO FOR DRINKING WATER - PLANNING & DEVELOPMENT	1,000.00
PO1-220000000331	FEDERAL EXPRESS CORP. BLANKET PO FOR SERVICE - PLANNING & DEVELOPMENT	1,000.00
PO1-220000000366	CHALMERS CONSTRUCTION SERVICES, INC GLENOKS INTERIM HOUSING - PLANNING &	136,400.00
PO1-220000000367	A.J. FISTES CORPORATION PAINTING AT VERDUGO WOODLANDS - PLANNING & DEVELOPMENT	51,600.00
PO1-220000000368	J B BOSTICK COMPANY, INC. ASPHALT PROJECT -PACIFIC AVENUE - PLANNING & DEVELOPMENT	5,600.00
PO1-220000000369	CENTURY PAVING ASPHALT PROJECT - CLARK MAGNET - PLANNING & DEVELOPMENT	68,900.00
PO1-220000000372	A & P ELECTRIC, INC. TEST & LABEL UNDERGROUND ELECTRICAL BOXES - PLANNING & DEVELOPMENT	4,800.00
PO1-220000000387	DC ARCHITECTS ARCHITECTURAL AGREEMENT - PLANNING &	180,014.90
PO1-220000000397	SOUTH COAST PAINTING PAINTING AT MOUNTAIN AVE - PLANNING & DEVELOPMENT	58,000.00
PO1-220000000398	UNIVERSAL ASPHALT CO., INC. ASPHALT PROJECT AT CLOUD - PLANNING & DEVELOPMENT	69,000.00
PO1-220000000463	SHARP BUSINESS SYSTEMS	453.56
PO3W-220000000180	ANIXTER INC. PURCHASE OF CAMERAS - PLANNING & DEVELOPMENT	2,138.85
	TOTAL	640,121.17

CAPITAL PROJECTS & IMPROVEMENT FUND

PO1-220000000061	TWO HUNDRED MARYLAND, LLC BLANKET PO FOR RENTAL OF OFFICE SPACE - BUSINESS SERVICES	36,368.00
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PO1-220000000171	MODERN PARKING, INC	700.00
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TOTAL	37,068.00
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HEALTH & WELFARE SELF INSURANCE FUND

PO1-220000000116	OFFICE DEPOT BLANKET PO - OPEN ENROLLMENT LETTERS 2021 - FINANCIAL SERVICES	1,500.00
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TOTAL	1,500.00
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EARLY RETIREMENT BENEFITS FUND

PO1-220000000445	GRANT THORNTON LLP PROFESSIONAL SERVICES - BUSINESS SERVICES	4,112.00
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TOTAL	4,112.00
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GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Craig Larimer, Financial Analyst

SUBJECT: **Appropriation Transfer and Budget Revision Report**

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The Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted and Restricted.

*In support of Board Priority #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  
 August 31, 2021  
 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	\$4,550
8910-8999	Transfers In/Contributions	\$0	\$0
<b>TOTAL REVENUES</b>		<b>\$0</b>	<b>\$4,550</b>

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$3,200
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	\$160	\$100
5000	Contract Services	(\$160)	\$1,250
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
<b>TOTAL BUDGETED APPROPRIATIONS</b>		<b>\$0</b>	<b>\$4,550</b>

<b>NET INCREASE/DECREASE IN FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>
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August 31, 2021  
 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:
		0	0	0	160	(160)	0	0	0	\$0	
		\$0	\$0	\$0	\$160	(\$160)	\$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:
Daily HS	School Site Donations	0	0	0	100	0	0	0	0	\$100	Graduation program
CVHS	Athletics	0	0	0	0	1,250	0	0	0	\$1,250	Cheer Stipend
CVHS	Athletics	0	3,200	0	0	0	0	0	0	\$3,200	Coaching stipends
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$3,200	\$0	\$100	\$1,250	\$0	\$0	\$0	\$4,550	

Object Codes

- |                            |  |
|----------------------------|--|
| 1000 Certificated Salaries | 5000 Services & Other Operating Supplies |
| 2000 Classified Salaries   | 6000 Capital Outlay                      |
| 3000 Employee Benefits     | 7000 Other Outgo                         |
| 4000 Books & Supplies      | 9000 Reserves                            |



GLENDALE UNIFIED SCHOOL DISTRICT  
 August 31, 2021  
 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	\$25,480
	8910-8999	Transfers In/Contributions	\$0	\$0
<b>TOTAL REVENUES</b>			<b>\$0</b>	<b>\$25,480</b>

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	\$16,360
	5000	Contract Services	\$0	\$9,120
	6000	Capital Outlay	\$0	\$0
	7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
<b>TOTAL BUDGETED APPROPRIATIONS</b>			<b>\$0</b>	<b>\$25,480</b>

<b>NET INCREASE/DECREASE IN FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>
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GLENDALE UNIFIED SCHOOL DISTRICT  
 August 31, 2021  
 CONSENT CALENDAR NO. 6  
 BUDGET TRANSFER AND ADJUSTMENT REPORT  
 GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS		Resource										
Program Description		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
Total Budget Trsfers	xx											
			0	0	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

BUDGET ADJUSTMENTS												
Dept/Site	Program Description	Resource Code	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
Verdugo Woodlands	School Site Donations	32120.0	0	0	0	0	9,120	0	0	0	\$9,120	To allocate income (Counselor services)
Mountaina Avenue	School Site Donations	32120.0	0	0	0	5,160	0	0	0	0	\$5,160	To allocate income (Online Software)
Mountaina Avenue	School Site Donations	32120.0	0	0	0	527	0	0	0	0	\$527	To allocate income
Mountaina Avenue	School Site Donations	32120.0	0	0	0	5,250	0	0	0	0	\$5,250	To allocate income (Online Services)
Mountaina Avenue	School Site Donations	32120.0	0	0	0	5,420	0	0	0	0	\$5,420	To allocate income (Online Supplies)
GHS	School Site Donations	32120.0	0	0	0	3	0	0	0	0	\$3	To allocate income
			0	0	0	0	0	0	0	0	\$0	

Total Budget Adjustments  
 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

\$0      \$0      \$0      \$16,360      \$9,120      \$0      \$0      \$0      \$0      \$25,480

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Memorandum of Agreement with the Los Angeles County Department of Parks and Recreation for Use of County Park Facilities**

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The Superintendent recommends that the Board of Education approve a Memorandum of Agreement (MOA) with the Los Angeles County Department of Parks and Recreation for use of county park facilities by GUSD schools through June 30, 2022.

Los Angeles County Department of Parks and Recreation (DPR) now requires an annual Memorandum of Agreement (MOA) with all school districts for use of any county-owned parks and recreation facilities. The DPR recently lost a liability lawsuit that originated from a school sponsored event. This has caused the DPR to update and change their business practices and insurance requirements. The MOA will cover any school uses including athletics, physical education, tournaments, graduations, picnics, field trips, etc.

Once the MOA is approved, school sites will have access to an online reservation system.

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

**MASTER MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES AND THE  
GLENDALE UNIFIED SCHOOL DISTRICT  
FOR SCHOOL-SPONSORED RECREATION**

This master memorandum of agreement ("**MOA**" or "**Agreement**") is effective as of September 1, 2021 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**") and the Glendale Unified School District, a district organized and existing under the laws of the State of California ("**District**") (collectively, the "Parties").

**RECITALS**

WHEREAS, the County through its Department of Parks and Recreation ("**DPR**") owns, operates, manages, and maintains parks, trails, aquatic and sports facilities, community centers, lands and other real property ("**DPR Property**") for the provision of recreational and community services;

WHEREAS, the County owns certain real property located near La Crescenta, California currently known as Crescenta Valley Community Regional Park and Two Strike Park (the "**Park**"). The County owns, operates and maintains the Park and its grounds, consisting of approximately twenty-five (25) acres developed park and open area;

WHEREAS, the Board of Supervisors of the County ("**Board**") has authority to let or license the use of its real property to school organizations for the purpose of conducting athletic events participated in by such schools and for public and recreation purposes pursuant to Government Code section 25907;

WHEREAS, on February 23, 2021, the Board approved new fees and revisions to existing parks and recreation fees that do not exceed the cost of service, which are periodically updated.

WHEREAS, pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. District shall be required to submit proof of Board approval or ratification of the agreement before commencing use of County property.

WHEREAS, the District desires to use DPR Property, including the Park, for short-term school-sponsored activities on the terms and conditions set forth herein;

WHEREAS, the County and the District desire to enter into the Master MOA to permit the District to utilize DPR Property, including the Park, during the term of this Master MOA;

NOW THEREFORE, in consideration of the covenants hereinafter contained, District and

County agree as follows:

1. **Term.** The initial term of this MOA shall be a one (1) year period beginning on the **Effective Date**, unless terminated earlier by County upon giving written notice to District at least 90 days prior to the requested termination date. District shall have the option to request an extension of the term for four (4) additional one-year periods totaling not more than five (5) years subject to the terms of Paragraph 2 below.
2. **Option to Extend.** On or prior to the date which is eighteen (18) months before the term expiration date, provided District shall not then be in Default (as defined herein) under the provisions of this Agreement, the District may request to exercise an option to extend this Agreement for an additional term of up to five (5) years by providing written notice to County. If District fails to exercise its option as provided for herein, this MOA shall expire upon the original term expiration date. Upon receipt of a request to extend the term, the County, at its sole discretion, may extend the initial term for the period of the additional term upon the same terms and conditions (however, would be updated to reflect the County's Insurance and Indemnification requirements at the time of extension as applicable) of this Agreement, except that County may elect to modify the rental fees. Should County not approve the extension, or impose an additional or higher fee, County shall notify the District as soon as possible, but no later than three (3) months of any fee increase and twelve (12) months of County's intention not to approve an extension before the term expiration date.
3. **Permission Granted.** County hereby agrees to allow for use of Use Areas by District on the terms and conditions set forth herein.
4. **Use Areas.** Area composed of the County-owned Park for the District's recurring use for (most commonly – athletic practices, athletic events and field trips) as more specifically described in **Exhibit A** attached hereto and incorporated herein or single-day use any other area of DPR Property approved by DPR on a request-by request basis. District hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Use Areas, and covenants and agrees never to assail, contest or resist said title.
5. **District Use.** The District shall have the right to the use of the Use Area as described in **Exhibit A**. The parties shall cooperate to update Exhibit A annually or more frequently, as needed. The District may reserve additional single-day use of Use Areas through the DPR online reservation system Activenet. All single-day reservations are subject to availability. DPR in its sole discretion may place conditions and/or restrictions upon District's use of DPR Property. The District agrees that any and all use of Use Areas by District, including recurring use described in Exhibit A and/or single-day use reserved through Activenet, shall be subject to the terms and conditions of this Agreement.

6. **Compliance with Law.** District shall, at District's sole cost and expense, comply with all statutes, ordinances, orders and regulations now or hereafter made by any federal, state, county, local or other governmental agency. If any license, permit or other governmental authorization is required for the lawful use or its own occupancy of DPR Property or any portion of the Park or Use Areas related to District's use, District shall procure and maintain it, at District's sole cost and expense, throughout the term of this Agreement.
  
7. **CEQA Compliance.** The proposed use of DPR Property by School District under this Master MOA is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the common sense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involved the operation of an existing public facility with negligible or no expansion of its existing use or consists of minor leasing of existing facilities.
  
8. **Notices.**

Address for Notices:

District: Glendale Unified School District  
Attn: Stephen Dickinson  
223 North Jackson Street  
Glendale, CA 91206  
818-241-3111  
sdickinson@gusd.net

County/DPR: Sean Woods,  
Division Chief of Planning  
Department of Parks and Recreation  
1000 South Fremont Avenue, Unit #40  
Building A-9 West, 3<sup>rd</sup> Floor  
Alhambra, CA 91803  
(626) 588-5345  
swoods@parks.lacounty.gov

or such other place in California as may hereinafter be designated in writing respectively by District or County

Park Site Contacts:

District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
email: \_\_\_\_\_  
phone: \_\_\_\_\_

County:

\_\_\_\_\_ County Park

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
email: \_\_\_\_\_@parks.lacounty.gov  
phone: \_\_\_\_\_

9. **Consideration.**

County will charge District monthly for the District's use of the Use Area according to the current fee schedule attached hereto and incorporated as **Exhibit B.**

For recurring and single-day use by K-12 schools of the Use Areas for school-sponsored athletic activities, excluding Physical Education classes and aquatics use, District will pay a 25 percent discounted rate offered to Community Partner/Schools according to the current fee schedule as shown in Exhibit B.

In lieu of rental fees for school-sponsored athletic activities, District may provide the following direct contributions to DPR that are roughly equivalent to the fair market value of the amount of rental fees incurred for District's recurring use of Use Area:

- Funding for Programs and/or Projects
- In-Kind Goods and Services
- Parks and Recreation Facility Maintenance

For all other educational institutions and for K-12 schools other uses\_(e.g., aquatics use, physical education, tournaments, fundraising events, picnics, graduations, etc.) the Schools will pay the full rental fee according to the current fee schedule as shown in Exhibit B.

In addition, school use outside of standard operating park hours and usage of indoor facilities will require an additional charge for staff time based on County's annual salary rates. County may, in its sole discretion, modify use fees so long as the fees do not exceed the cost of service.

**Maintenance.** County shall have no obligation to alter, remodel, improve or repair the Use Areas or improvements within the Use Areas. District and County are each responsible for ensuring that the Use Areas are restored to good, clean condition and ready for change to new active play.

**[USE IF APPLICABLE]**

District is hereby required to provide maintenance services for [NAME OF AREA WITHIN DPR FACILITY (e.g., Baseball Field(s) number ##)] during the [DAYS/TIMES OF RECURRING USE], including, but not limited to, trash pick-up and litter removal as more specifically described in **Exhibit A**.

10. **Safety.** District shall obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury during District's use of Use Areas. District shall cooperate fully with the County in the investigation of any injury or death occurring on the Premises, including a prompt verbal and written notification to the Director or the designated County representative on-site.
11. **Damage and Destruction.** District shall assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of District's equipment, materials, tools, and vehicles owned hired, leased, or used by District within DPR Property, including within the Park and/or Use Areas, except to the extent that such damage or destruction and loss result from willful misconduct of County. District shall repair or replace, to the satisfaction of County, any and all of County property lost, damaged, or destroyed as a result of District's activities and/or use of DPR Property, including the Park and/or Use Areas. Should District fail to promptly make repairs or replacements to County's satisfaction, County may have these repairs made at District's sole cost and expense.
12. **District Supervision.** District shall provide adult supervision of students at all times when students are present in DPR Property, including in the Park and/or Use Areas.
13. **American with Disabilities Act (ADA)** DPR is dedicated to providing people with and without disabilities the opportunity to participate in DPR programs together. The ADA is federal legislation that gives Civil Rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex,



national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. District shall be responsible for providing reasonable accommodations for students in compliance with all applicable laws and regulations, including the ADA.

14. **Waiver of Liability**. District shall include County in the exculpatory clause on any waiver of liability or release of liability agreement used by District related to its use of County facilities.
15. **Indemnification**. District shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or related to the use of DPR Property, including the Park and/or Use Areas, by District and/or arising from or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The indemnification obligations hereunder shall not be subject to or barred by any statutory immunities. Any legal defense pursuant to District's indemnification obligations under this Paragraph 15 shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event District fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from District for all such costs and expenses incurred by County in doing so. The terms of this paragraph shall survive the termination or expiration of this Agreement.
16. **Insurance** – During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. District shall purchase commercial insurance to satisfy its insurance requirements herein. District, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement and captive insurance to satisfy the Required Insurance provisions for Workers Compensation and Property Insurance.

**General Insurance – District Requirements**: Without limiting District’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, District shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Article 10, “General Insurance” and the “Insurance Coverage Requirements – Types and Limits” Section of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon District pursuant to this Agreement. The County in no way

warrants that the Required Insurance is sufficient to protect the District for liabilities which may arise from or relate to this Agreement.

**Evidence of Coverage and Notice to County:** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the District's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- i. Renewal Certificates shall be provided to County not less than 10 days prior to District's policy expiration dates. County reserves the right to obtain complete, certified copies of the District and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match District's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- iii. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the District, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation  
Attention: Sean Woods, Division Chief of Planning  
1000 South Fremont Avenue, Unit #40, Building A-9 West  
Alhambra, California 91803

- iv. District also shall promptly report to County any injury or property damage accident or incident, including any injury to a District employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to District. District also shall promptly notify County of any third party claim or suit filed against District or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against District and/or County.

**Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under District's General Liability policy with respect to liability arising out of District's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the District's acts or omissions, whether such liability is attributable to the District or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**Cancellation of or Changes in Insurance.** District shall provide County with, or District's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

**Failure to Maintain Insurance.** District's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to District, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from District resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to District or pursue Contractor reimbursement.

**Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**District's Insurance Shall Be Primary.** District's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to District. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any District coverage.

**Waivers of Subrogation.** To the fullest extent permitted by law, District hereby waives its and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or related to this Agreement. District shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

**Sub-Contractor Insurance Coverage Requirements.** District shall include all Sub-contractors as insureds under District's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. District shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and District as additional insureds on the Sub-Contractor's General Liability policy. District shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**Deductibles and Self-Insured Retentions (SIRs).** District's policies shall not obligate the County to pay any portion of any District deductible or SIR. The County retains the right to require District to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing District's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. District understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

**Application of Excess Liability Coverage.** County may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

**Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County's determination of changes in risk exposures.

## **INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS**

**Commercial General Liability** insurance, naming County and its Agents as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the District's activities in the County park. The higher limits apply if the District engages in both types of activities listed below.

- I. Limits required when District uses DPR Property, including the Park, for short-term school-sponsored activities other than pool usage:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 2 million
Each Occurrence:	\$ 2 million

- II. Limits required when District's short-term school-sponsored activities include pool usage:
- |  |               |
|--|---------------|
| General Aggregate:                       | \$ 10 million |
| Products/Completed Operations Aggregate: | \$ 2 million  |
| Personal and Advertising Injury          | \$ 5 million  |
| Each Occurrence:                         | \$ 5 million  |

**Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of District's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If District will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to District's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**Property Coverage:** District given exclusive use of County owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on District's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

17. **Licenses/Permits**. The County shall be entitled to issue licenses and/or permits for the temporary use of the Use Areas by community groups, organizations and members of the public, and to charge or waive fees for the use thereof at will; provided, such licenses or permits do not conflict or interfere with District's use as provided in Section 5. District shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Use Areas by County.
18. **District's Default**. District shall be in material default of any of its obligations under this Agreement if District fails to observe and perform District's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to District. Failure to provide written notice of noncompliance of the terms or conditions by County shall not constitute a waiver of the terms or conditions.
19. **County's Remedies**. In the event of any default by District as described in Section 17 above, subject to all applicable laws that may restrict remedies against a school district, including, but not limited to, restrictions within the California Education Code, County's may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.
20. **Independent Status**. This MOA is by and between County and District. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and District. District understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of District pursuant to this MOA.
21. **Notices**. All notices, demands, and communications between District and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or District at the addresses shown in paragraph 6 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 8. Either party may, by notice to the other given pursuant to this Section 20, specify additional or different addresses for notice purposes.
22. **Employees**. All references to the "District" herein are deemed to include the District's employees, agents, contractors, apprentices, volunteers, and anyone required under written contract with District to access DPR Property, including the Park and/or Use Areas.
23. **Limitations**. It is expressly understood that in granting the right to use said DPR Property, including the Park and/or Use Areas, no estate or interest in real

property is being conveyed to the District, and that the right to use is only a nonexclusive, revocable and unassignable permission to use DPR Property, including the Park and/or Use Areas, in accordance with the terms and conditions of this MOA.

24. **Entire Agreement.** This MOA contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and District.
25. **Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
26. **Amendments.** The terms of this MOA may be amended by the Director or her designee upon mutual agreement of County and District subject to approval or ratification by the Governing Board of the District.
27. **Power and Authority.** The District has the legal power, right and authority to enter into this Agreement, and to comply with the provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising District have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement. In accordance with California Education Code sections 17604 and 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted (**Exhibit C**).
28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
29. **PDF Signature as Original.** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this Agreement.
30. **Assignment.** This MOA is personal to the District, and any attempt to assign or transfer same in whole or part without County's prior written consent shall immediately terminate all of District's rights hereunder.
31. **Authority to Stop.** In the event that an authorized representative of County finds that District's activities on DPR Property, including the Park and/or Use Areas, unnecessarily endanger the health or safety of persons on or near said DPR Property, including the Park and/or Use Areas, the representative may require that this MOA immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
32. **Termination.** This Agreement may be terminated at any time without cause for

any reason or no reason at all at the option of County by giving [\_\_\_ (\_\_\_) days' notice of termination. The Agreement may be terminated by the mutual agreement of the Parties at any time, upon terms and conditions agreed to by the Parties.

33. **Restoration of DPR Property.** Upon any termination or expiration of this Agreement, District shall surrender the Use Areas in a neat and clean condition to the satisfaction of County, remove its property therefrom, and restore the Use Areas as provided above within such time as County may designate. If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Use Areas entirely at the expense of District.
34. **Alteration of Premises.** Prior to accessing the Use Area(s), District has examined the Use Area(s) and knows the condition thereof. District accepts the Use Areas in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Use Areas shall become the property of County upon the termination or expiration of this Agreement.
35. **County Lobbyist Ordinance** District is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
36. **Conflict of Interest.** No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by District or have any other direct or indirect financial interest in this Agreement.
37. **Solicitation of Consideration.** It is improper for any officer, employee or agent of County to solicit consideration, in any form, from a District with the implication, suggestion or statement that the District's provision of consideration may secure more favorable treatment for District in the award of the Agreement or that District's failure to provide such consideration may negatively affect the County's consideration of District's submission. A District shall not offer to or give, either directly or through an intermediary, consideration, in any form, to an officer, employee or agent of County for the purpose of securing favorable treatment with respect to the award of an Agreement. District shall immediately report any attempt by an officer, employee or agent of County to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.



38. **Nondiscrimination**. District and all others who from time to time may use DPR Property, including the Park and/or Use Areas, described herein with the permission of County and on the terms and conditions specified herein shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

39. **Compliance with the County's Smoking Ban Ordinance**. Smoking shall be prohibited at all parks, except:

a. Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

b. Smoking shall be permitted within the Use Areas, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the subject DPR park/facility).

40. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** District acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting District's duty under this Agreement to comply with all applicable provisions of law, District warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

41. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

District acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The District further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the County Policy of Equity (CPOE). The District, their employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of District, their employees, or

subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject District to termination of contractual Agreements as well as civil liability.

42. **Public Records Act**

Any documents submitted by District and all information obtained in connection with this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

43. **Transfer of Title/Park Transfer.** In the event County transfers title of the Park and the licensed Use Areas to a newly-formed or existing governmental agency, this Agreement shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event County transfers title of the Park to a newly-formed or existing governmental agency. In the event County closes the Park this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to District upon any consideration by the County of the possibility of transferring or closing the Park. County shall provide District with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.

44. **Survival of Covenants.** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Agreement.

45. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

(Signature pages follow)

**IN WITNESS WHEREOF**, the District, by order of its Governing Board, has caused this Agreement to be duly executed on its behalf and attested by the Clerk thereof, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Chairman of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

**GLENDALE UNIFIED SCHOOL DISTRICT**

A district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Christine Ward  
Director, Procurement & Contract Services

Date: 9/1/2021

By: \_\_\_\_\_  
Stephen Dickinson  
Chief Business & Financial Officer

Date: 9/1/2021

**Approved as to form:**

By: \_\_\_\_\_  
David Greco  
General Counsel

Date: 9/1/2021

**COUNTY OF LOS ANGELES**  
Department of Parks and Recreation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Norma E. García-González  
Director

**APPROVED AS TO FORM:**

RODRIGO A. CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_  
Deputy Counsel

Date: \_\_\_\_\_

## **EXHIBIT C**

### DOCUMENTATION OF DISTRICT BOARD APPROVAL OR RATIFICATION

See attached certification of the action taken at the meeting of the Glendale Unified School District Board of Education on August 31, 2021.

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Christine Ward, Director, Procurement & Contract Services

SUBJECT: **Extension of Bid Number P-13 18/19 for Apple Computer Products, Services, and Related Items to Apple Inc.**

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The Superintendent recommends that the Board of Education extend Bid Number P-13-18/19 awarded to Apple Inc. for the purchase of computer products, services, and related items from October 16, 2021 through October 15, 2022.

Apple Inc., like Hewlett-Packard, Dell, and other technology companies serving the needs of public education, markets its products directly to educational institutions. School districts purchase products directly from the manufacturer Apple, Inc.

Per Education Code 17596, by mutual consent of the District and Apple, Inc., this award may be extended for a total of five (5) years from the original date of award. This is fourth year extension. In addition, per Public Contract Code 20118 and 20652, this bid may be used by school districts and community college districts by virtue of its “piggyback” bid clause.

The pricing structure for this bid is based on the current government and educational price list(s) for Apple Inc. products, which is published several times each year. A “Technology Clause” which allows product and component upgrades that meet the general technical requirements of school districts was included as a part of the bid document.

Apple equipment and supplies will be purchased, as needed, from general and categorical program funds, as well as Measure S funds. Bid details are available for review in the Purchasing Department. Amendment to the agreement with Apple, Inc. is attached.

***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.***



(v8Jun2016)

**Amendment to the Education/State & Local Government Purchase Agreement**

This amendment ("**Amendment**") amends the Education/State & Local Government Purchase Agreement ("**Agreement**") entered into by and between Apple Inc., located at One Apple Park Way, Cupertino, California 95014 ("**Apple**") and:

Company Legal Name ("**Customer**"): GLENDALE UNIFIED SCHOOL DISTRICT

DBA Name: GLENDALE UNIFIED SCHOOL DISTRICT

Address: 223 N JACKSON ST, GLENDALE, CA, 91206-4334, United States of America

Capitalized terms used but not defined in this Amendment have the meanings set forth in the Agreement.

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.

The Parties hereby agree to amend the Agreement as follows:

**1. Extension of Agreement Term**

The Term is hereby extended to October 15, 2022, unless otherwise terminated in accordance with the terms of the Agreement.

**2. Effect of Amendment to Agreement**

Except as set forth in this Amendment, the Agreement shall continue in full force and effect in accordance with its terms.

The duly authorized representatives of the Parties execute this Amendment as of the Effective Date stated below.

**Customer**

**Apple Inc.**

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

PRINT TITLE:

PRINT TITLE:

DATE:

EFFECTIVE DATE:

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development and Facilities

SUBJECT: **Approval of Notice of Completion for Bid No. 214-20/21 with Century Paving, Inc. for Asphalt Project at Clark Magnet High School**

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The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 214-20/21 with Century Paving, Inc. for the asphalt project at Clark Magnet High School, funded by Measure S funds.

On June 1, 2021, the Board of Education approved the award of Bid No. 214-20/21 to Century Paving, Inc. for the asphalt project at Clark Magnet High School in the amount of \$68,900.

This project had no Change Orders and was completed in a satisfactory manner as of August 1, 2021 for a total cost of \$68,900. The project was funded by Measure S – Annual Deferred Maintenance (Summer Projects) funds.

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.***



Recording Requested by  
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services  
Glendale Unified School Dist.  
223 N. Jackson Street  
Glendale, CA 91206**

(Space above this line for Recorders Use)

### **NOTICE OF COMPLETION**

**PROPERTY:** Clark Magnet High School  
**ADDRESS:** 4747 New York Ave.  
La Crescenta, California 91214

**OWNER:** Glendale Unified School District  
223 N. Jackson Street  
Glendale, California 91206

**IMPROVEMENT:** Asphalt Project  
**DATE OF COMPLETION:** August 1, 2021  
**CONTRACTOR:** Century Paving, Inc.  
**BOARD APPROVAL:** June 1, 2021  
**CONTRACT DATE:** June 3, 2021  
**BID No.:** 214-20/21  
**PURCHASE ORDER No.:** 220000000369

### **VERIFICATION**

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 1, 2021 at Glendale, California

Hagop Kassabian  
**Glendale Unified School District**  
Administrator, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development and Facilities

SUBJECT: **Approval of Notice of Completion for Bid No. 214-20/21 with Universal Asphalt Co., Inc. for Asphalt Project at Cloud Preschool**

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The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 214-20/21 with Universal Asphalt Co., Inc. for the asphalt project at Cloud Preschool, funded by Measure S funds.

On June 1, 2021, the Board of Education approved the award of Bid No. 214-20/21 to Universal Asphalt Co., Inc. for the asphalt project at Cloud Preschool in the amount of \$69,000.

This project had no Change Orders and was completed in a satisfactory manner as of August 10, 2021 for a total cost of \$69,000. The project was funded by Measure S – Annual Deferred Maintenance (Summer Projects) funds.

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.***

Recording Requested by  
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services  
Glendale Unified School Dist.  
223 N. Jackson Street  
Glendale, CA 91206**

(Space above this line for Recorders Use)

### **NOTICE OF COMPLETION**

**PROPERTY:** Cloud Pre School  
**ADDRESS:** 4444 Cloud Ave.  
La Crescenta, California 91214

**OWNER:** Glendale Unified School District  
223 N. Jackson Street  
Glendale, California 91206

**IMPROVEMENT:** Asphalt Project  
**DATE OF COMPLETION:** August 10, 2021  
**CONTRACTOR:** Universal Asphalt Co., Inc.  
**BOARD APPROVAL:** June 1, 2021  
**CONTRACT DATE:** June 30, 2021  
**BID No.:** 214-20/21  
**PURCHASE ORDER No.:** 220000000398

### **VERIFICATION**

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 1, 2021 at Glendale, California

Hagop Kassabian  
**Glendale Unified School District**  
Administrator, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 11

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Narineh Makijan, Coordinator III, College & Career Division | Career & Technical Education

SUBJECT: **Approval of the College and Career Access Pathways Partnership Agreement**

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The Superintendent recommends that the Board of Education approve the College and Career Access Pathways Partnership Agreement with Glendale Community College District.

Glendale Unified School District (GUSD) College & Career Division has coordinated a dual enrollment partnership with Glendale Community College (GCC) since spring of 2016. Through this partnership, the college has offered credit courses during and after school hours at participating high schools. The enactment of Assembly Bills 288 and 30 has enabled the college to expand dual enrollment opportunities for GUSD students through College and Career Access Pathways (CCAP).

Dual enrollment is an early college enrollment opportunity that allows high school students to get a jump start on their college classes while they are still in high school. Most participating students are able to earn dual credit with GUSD and Glendale Community College GCC.

This CCAP agreement will continue to develop early college programs and expand college and career opportunities through the college's dual enrollment program with GUSD. Additionally, the CCAP partnership includes uniquely designed dual enrollment programs that meet the needs of local high school students, increase their access to academic programs, and save them time and money on their path to degree and transfer completion.

The attached College and Career Access Pathways Agreement will commence in the 2021-2022 school year and is valid for five years. The agreement will continue efforts to expand

Glendale Unified School District  
Consent Calendar No. 11  
August 31, 2021  
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the GCC Dual Enrollment Program that will include the launch of the Cloud Computing and Computer Science Academy at Glendale High School as well as the GUSD Virtual School, College and Career Academy.

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2021-2022**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Glendale Community College District (GCCD) hereinafter known as “COLLEGE” and Glendale Unified School District (GUSD) hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Glendale Community College District and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for five year beginning in August 18, 2021 and ending on August 1, 2026, and requires renewal every five years by August 30, unless otherwise terminated in accordance with Section 19 of this Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high schools and students to be served, and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership.
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

**2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of GCCD and applicable law.
- 2.2 Consistent with AB 288, this CCAP Agreement shall include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and GCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and GCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - GCCD may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)



- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be shared by SCHOOL DISTRICT and COLLEGE.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g. Counseling, Placement Assistance, and Tutoring).

#### **6. CCAP AGREEMENT COURSES**

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered

as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class.
- 6.4 Courses must meet the number of hours sufficient to meet the stated performance objectives as outline in the course outlines .
- 6.5 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in collaboration with SCHOOL DISTRICT.
- 6.6 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with GCCD academic standards.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with GCCD guidelines, policies, pertinent statutes, and regulations.

- 6.12 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.13 Site visits by one or more representatives of the COLLEGE shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the district are the same as the courses offered on the COLLEGE campus.

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060.
- 7.2 The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE employees.
- 7.3 The COLLEGE shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement for faculty that are not SCHOOL DISTRICT employees.
- 7.4 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.5 The COLLEGE shall have the primary right to control and direct the activities of faculty teaching dual enrollment courses. Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course

delivery, assessment, evaluation, and/or research and development in the field.

- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.10 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with GCCD policies and standards. Sec. 2 (c)(2)

- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.4 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec.2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
  - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## 10. APPORTIONMENT

- 10.1 GCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

- 10.3 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

## 11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT agrees and acknowledges that GCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.2 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.3 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.4 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.5 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.6 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal

reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit.  
Sec. 2 (1)

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and counselors for the purpose of informing practice, making adjustments and improving the quality of courses offered as apart of this CCAP agreement.

### **13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

### **14. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

### **15. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)



- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code §49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

**16. REIMBURSEMENT**

- 16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

**17. FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to GCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

**18. INDEMNIFICATION**

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other

representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

- 18.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of GCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the GCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **19. INSURANCE**

- 19.1 The SCHOOL DISTRICT, in order to protect GCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.

- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend GCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any

workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **20. NON-DISCRIMINATION**

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on actual or perceived race, ancestry, national origin, nationality, ethnicity, ethnic group identification, age religion, marital or parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, or any other protected class under California State or federal law.

## **21. TERMINATION**

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP agreement.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **23. GOVERNING LAWS**

23.1 This agreement shall be interpreted according to the laws of the State of California.

## **24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of GCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_

By: \_\_\_\_\_ GLENDALE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ GLENDALE COMMUNITY COLLEGE DISTRICT

**Glendale Community College District Board Meetings:**  
**(a) Public Comment Board Meeting Date:**

**Glendale Unified School District Board Meetings:**  
**(a) Public Comment Board Meeting Date:**

**APPENDIX A**

**PROGRAM: Dual Enrollment Programs**

**HIGH SCHOOL: All GUSD**

**POINT OF CONTACT:**

LOCATION	NAME AND TITLE	PHONE	EMAIL
GUSD	Dr. Narineh Makijan, CTE Coordinator, College & Career Division	(818) 241-3111 ext. 1633	<a href="mailto:nmakijan@gusd.net">nmakijan@gusd.net</a>
GCCD	Meg Chil-Gevorkyan, Program Manager Student Outreach Services	(818) 240-1000 ext. 4767	<a href="mailto:meg@glendale.edu">meg@glendale.edu</a>

**DATA:**

<b>Total Number of Students to be served: ~1000</b>	<b>Total Expected FTES: ~200</b>
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COURSE	UNITS	GCC COLLEGE/CAREER PATHWAY	HIGH SCHOOL CAMPUS
<b>ARCHITECTURE 101</b> DRAFTING AND BASIC DESIGN	3	ARCHITECTURAL DRAFTING AND DESIGN AS DEGREE OR CERTIFICATE	CLARK MAGNET HIGH SCHOOL
<b>ARCHITECTURE 102</b> ARCHITECTURAL DRAFTING AND DESIGN	3	ARCHITECTURAL DRAFTING AND DESIGN AS DEGREE OR CERTIFICATE	CLARK MAGNET HIGH SCHOOL
<b>ADMINISTRATION OF JUSTICE 101</b> INTRODUCTION TO THE ADMINISTRATION OF JUSTICE	3	ADMINISTRATION OF JUSTICE AS DEGREE OR CERTIFICATE	HERBERT HOOVER HIGH SCHOOL
<b>ADMINISTRATION OF JUSTICE 201</b> INTRODUCTION TO HOMELAND SECURITY	3	ADMINISTRATION OF JUSTICE AS DEGREE OR CERTIFICATE	HERBERT HOOVER HIGH SCHOOL

*Note: All referenced Sections from AB 288 (Education Code 76004)*

<b>AMERICAN SIGN LANGUAGE 101</b> AMERICAN SIGN LANGUAGE I		INTERSEGMENTAL GENERAL EDUCATION TRANSFER	CRESCENTA VALLEY HIGH SCHOOL
<b>AMERICAN SIGN LANGUAGE 102</b> AMERICAN SIGN LANGUAGE II		INTERSEGMENTAL GENERAL EDUCATION TRANSFER	CRESCENTA VALLEY HIGH SCHOOL
<b>ANTHROPOLOGY 102</b> CULTURAL ANTHROPOLOGY		INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>ART 133</b> DIGITAL ILLUSTRATION	3	GRAPHIC DESIGN CERTIFICATE	ALLAN F. DAILY HIGH SCHOOL
<b>ART 201</b> DRAWING FOR ANIMATION	3	ANIMATION AS DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL
<b>ART 235</b> 3D CHARACTER ANIMATION	3	ANIMATION AS DEGREE OR CERTIFICATE	HERBERT HOOVER HIGH SCHOOL
<b>BUSINESS ADMINISTRATION 101</b> INTRODUCTION TO BUSINESS	3	BUSINESS ADMINISTRATION AS DEGREE OR CERTIFICATE BOOKKEEPING AS DEGREE OR CERTIFICATE	CLARK MAGNET HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL
<b>BUSINESS ADMINISTRATION 110</b> HUMAN RELATIONS IN BUSINESS	3	BUSINESS ADMINISTRATION AS DEGREE OR CERTIFICATE	CLARK MAGNET HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL
<b>COMPUTER SCIENCE INFORMATION TECHNOLOGY 190</b> INTRODUCTION TO COMPUTER NETWORKS	3	WEB DEVELOPMENT DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL CLARK MAGNET HIGH SCHOOL
<b>COMPUTER SCIENCE INFORMATION TECHNOLOGY 193</b> INTRODUCTION TO CYBERSECURITY: ETHICAL HACKING	3	WEB DEVELOPMENT CERTIFICATE	GLENDALE HIGH SCHOOL CLARK MAGNET HIGH SCHOOL

<b>COMPUTER SCIENCE INFORMATION TECHNOLOGY 196</b> ADVANCED NETWORKING: SECURITY	3	WEB DEVELOPMENT CERTIFICATE	GLENDALE HIGH SCHOOL CLARK MAGNET HIGH SCHOOL
<b>EMERGENCY MEDICAL TECHNICIAN 138</b> INTRODUC	2	FIRE TECHNOLOGY CERTIFICATE	HERBERT HOOVER HIGH SCHOOL
<b>EMERGENCY MEDICAL TECHNICIAN 139</b> INTRODUCTION TO EMERGENCY MEDICAL SERVICES	2	FIRE TECHNOLOGY CERTIFICATE	HERBERT HOOVER HIGH SCHOOL
<b>ETHNIC STUDIES 121</b> ETHNIC AND RACIAL MINORITIES	3	INTERSEGMENTAL GENERAL EDUCATION TRANSFER	CRESCENTA VALLEY HIGH SCHOOL
<b>MEDICAL OFFICE ADMINISTRATION 101</b> HEALTHCARE OCCUPATIONS	2	MEDICAL ADMINISTRATIVE ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL CODING ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL OFFICE ADMINISTRATION MEDICAL FRONT OFFICE AS DEGREE OR CERTIFICATE	CRESCENTA VALLEY HIGH SCHOOL GLENDALE HIGH SCHOOL
<b>MEDICAL OFFICE ADMINISTRATION 180</b> ELECTRONIC HEALTH/MEDICAL RECORDS	3	MEDICAL ADMINISTRATIVE ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL CODING ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL OFFICE ADMINISTRATION MEDICAL FRONT OFFICE AS DEGREE OR CERTIFICATE	CRESCENTA VALLEY HIGH SCHOOL GLENDALE HIGH SCHOOL
<b>MEDICAL OFFICE ADMINISTRATION 182</b> MEDICAL TERMINOLOGY	3	MEDICAL ADMINISTRATIVE ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL CODING ASSISTANT AS DEGREE OR CERTIFICATE MEDICAL OFFICE ADMINISTRATION MEDICAL FRONT OFFICE AS DEGREE OR CERTIFICATE	CRESCENTA VALLEY HIGH SCHOOL GLENDALE HIGH SCHOOL
<b>MEDICAL OFFICE ADMINISTRATION 183</b> INTRODUCTION TO MEDICAL BILLING AND CODING	4	MEDICAL OFFICE ADMINISTRATION MEDICAL FRONT OFFICE AS DEGREE OR CERTIFICATE	CRESCENTA VALLEY HIGH SCHOOL GLENDALE HIGH SCHOOL
<b>NURSING SCIENCE 255</b> BASIC ELECTROCARDIOGRAPHY	2	PUBLIC SERVICE AND HEALTH ACADEMY PATHWAY	HERBERT HOOVER HIGH SCHOOL

*Note: All referenced Sections from AB 288 (Education Code 76004)*

<b>REAL ESTATE 101</b> REAL ESTATE PRINCIPLES	3	REAL ESTATE APPRAISAL AS DEGREE OR CERTIFICATE REAL ESTATE BROKER AS DEGREE OR CERTIFICATE	ALLAN F. DAILY HIGH SCHOOL
<b>REAL ESTATE 120</b> REAL ESTATE PRACTICE	3	REAL ESTATE BROKER AS DEGREE OR CERTIFICATE	ALLAN F. DAILY HIGH SCHOOL
<b>SPEECH COMMUNICATION 101</b> PUBLIC SPEAKING	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	ALLAN F. DAILY HIGH SCHOOL GLENDALE HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL CRESCENTA VALLEY HIGH SCHOOL GCCD & ONLINE
<b>SPEECH COMMUNICATION 108</b> INTERCULTURAL COMMUNICATION	3	INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL CRESCENTA VALLEY HIGH SCHOOL
<b>STUDENT DEVELOPMENT 101</b> COLLEGE SUCCESS STRATEGIES	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPERATION	ALLAN F. DAILY HIGH SCHOOL GLENDALE HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL CRESCENTA VALLEY HIGH SCHOOL GCCD & ONLINE
<b>STUDENT DEVELOPMENT 125</b> CAREER PLANNING	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPERATION	ALLAN F. DAILY HIGH SCHOOL GLENDALE HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL CRESCENTA VALLEY HIGH SCHOOL GCCD & ONLINE
<b>THEATER ARTS 101</b> INTRODUCTION TO THEATER	3	ASSOCIATE IN ART FOR TRANSFER INTERSEGMENTAL GENERAL EDUCATION TRANSFER	ALLAN F. DAILY HIGH SCHOOL GLENDALE HIGH SCHOOL HERBERT HOOVER HIGH SCHOOL CRESCENTA VALLEY HIGH SCHOOL ONLINE



**APPENDIX B**

**PROGRAM: Early College Academy**

**HIGH SCHOOL: Hoover High School**

**POINT OF CONTACT:**

LOCATION	NAME AND TITLE	PHONE	EMAIL
GUSD	Dr. Narineh Makijan, CTE Coordinator, College & Career Division	(818) 241-3111 ext. 1633	<a href="mailto:nmakijan@gusd.net">nmakijan@gusd.net</a>
GCCD	Meg Chil-Gevorkyan, Program Manager Student Outreach Services	(818) 240-1000 ext. 4767	<a href="mailto:meg@glendale.edu">meg@glendale.edu</a>

**DATA:**

<b>Total Number of Students to be served: ~ 160</b>	<b>Total Expected FTES: ~135</b>
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COURSE	UNITS	GCC COLLEGE/CAREER PATHWAY	HIGH SCHOOL CAMPUS
<b>ASTRONOMY 120</b> ASTRONOMY OF STARS AND GALAXIES	3	ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFERA	HERBERT HOOVER HIGH SCHOOL
<b>ASTRONOMY 102</b> OBSERVATIONAL ASTRONOMY	1	ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>ECONOMICS 102</b> PRINCIPLES OF MACROECONOMICS	3	ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>ENGLISH 101</b> FRESHMAN ENGLISH	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL

<b>ENGLISH 102</b> CITICAL THINKING AND LITERARY ANALYSIS	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>HISTORY 118</b> UNITED STATES HISTORY, 1965-PRESENT	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>HISTORY 141</b> WORLD HISTORY FROM 1500 TO PRESENT	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>MATHEMATICS 136</b> STATISTICS	4	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>MUSIC 120</b> MUSIC APPRECIATION	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>POLITICAL SCIENCE 101</b> INTRODUCTION	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>SPEECH COMMUNICATION 101</b> PUBLIC SPEAKING	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL
<b>STUDENT DEVELOPMENT 101</b> COLLEGE SUCCESS STRATEGIES	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPARATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPARATION	HERBERT HOOVER HIGH SCHOOL
<b>STUDENT DEVELOPMENT 125</b> CAREER PLANNING	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPARATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPARATION	HERBERT HOOVER HIGH SCHOOL

<b>STUDENT DEVELOPMENT 141</b> IMPROVING COLLEGE PERFORMANCE AND STUDY SKILLS	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPERATION	HERBERT HOOVER HIGH SCHOOL
<b>THEATER ARTS 101</b> INTRODUCTION TO THEATER	3	ASSOCIATE IN ART FOR TRANSFER INTERSEGMENTAL GENERAL EDUCATION TRANSFER	HERBERT HOOVER HIGH SCHOOL

APPENDIX C

**PROGRAM: Cloud Computing and Computer Science Academy**

**HIGH SCHOOL: Glendale High School**

Academic Year: 2021/2022 – 2024/2025

**POINT OF CONTACT:**

LOCATION	NAME AND TITLE	PHONE	EMAIL
GUSD	Dr. Narineh Makijan, CTE Coordinator, College & Career Division	(818) 241-3111 ext. 1633	<a href="mailto:nmakijan@gusd.net">nmakijan@gusd.net</a>
GCCD	Dr. Tzoler Oukayan, Dean of Student Affairs	(818) 240-1000 ext 5594	<a href="mailto:toukayan@glendale.edu">toukayan@glendale.edu</a>

DATA:

<b>Total Number of Students to be served: ~27 (first cohort)</b>	<b>Total Expected FTES: ~21.5</b>
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COURSE	UNITS	GCC COLLEGE/CAREER PATHWAY	HIGH SCHOOL CAMPUS
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 101</b> INTRODUCTION TO COMPUTER AND INFORMATION SYSTEMS	5	COMPUTER SCIENCE DEGREE OR CERTIFICATE COMPUTER SOFTWARE TECHNICIAN DEGREE OR CERTIFICATE COMPUTER PROGRAMMER (ND) COMPUTER SUPPORT TECHNICIAN (ND) IT TECHNICIAN I: COMPUTER RETAIL SALES SUPPORT (ND) IT TECHNICIAN II: HELP DESK USER SUPPORT DEGREE OR CERTIFICATE IT TECHNICIAN III DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 112</b> INTRODUCTION TO PROGRAMMING USING JAVA	3	COMPUTER SCIENCE DEGREE OR CERTIFICATE CLOUD COMPUTING DEGREE OR CERTIFICATE COMPUTER SOFTWARE TECHNICIAN DEGREE OR CERTIFICATE COMPUTER PROGRAMMER (ND) COMPUTER SUPPORT TECHNICIAN (ND) WEB DEVELOPMENT DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL

*Note: All referenced Sections from AB 288 (Education Code 76004)*

<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 135</b> PROGRAMMING IN C/C++	3	COMPUTER SCIENCE DEGREE OR CERTIFICATE COMPUTER SOFTWARE TECHNICIAN DEGREE OR CERTIFICATE COMPUTER PROGRAMMER (ND)	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 151</b> PYTHON PROGRAMMING	3	CLOUD COMPUTING DEGREE OR CERTIFICATE CYBERSECURITY SPECIALIST CERTIFICATE	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 172</b> UNIX/LINUX OPERATING SYSTEM	4	COMPUTER SCIENCE DEGREE OR CERTIFICATE COMPUTER NETWORKING CERTIFICATE COMPUTER SUPPORT TECHNICIAN (ND) CLOUD COMPUTING DEGREE OR CERTIFICATE IT TECHNICIAN III DEGREE OR CERTIFICATE CYBERSECURITY SPECIALIST CERTIFICATE INFORMATION TECHNOLOGY TECHNICIAN CERTIFICATE UNIX/LINUX SYSTEM ADMINISTRATOR (ND) WEB DEVELOPMENT DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 190</b> INTRODUCTION TO COMPUTER NETWORKS	3	COMPUTER SCIENCE DEGREE OR CERTIFICATE COMPUTER SOFTWARE TECHNICIAN CLOUD COMPUTING CYBERSECURITY SPECIALIST CERTIFICATE COMPUTER NETWORKING CERTIFICATE IT TECHNICIAN II: HELP DESK USER SUPPORT DEGREE OR CERTIFICATE IT TECHNICIAN III DEGREE OR CERTIFICATE UNIX/LINUX SYSTEM ADMINISTRATOR (ND) INFORMATION TECHNOLOGY TECHNICIAN CERTIFICATE WEB DEVELOPMENT DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 240</b> CLOUD COMPUTING - FUNDAMENTALS	3	CLOUD COMPUTING DEGREE OR CERTIFICATE CYBERSECURITY SPECIALIST CERTIFICATE INFORMATION TECHNOLOGY TECHNICIAN CERTIFICATE COMPUTER NETWORKING CERTIFICATE	GLENDALE HIGH SCHOOL
<b>COMPUTER SCIENCE/INFORMATION SYSTEMS 241</b> CLOUD COMPUTING - DATABASES ESSENTIALS	3	CLOUD COMPUTING DEGREE OR CERTIFICATE	GLENDALE HIGH SCHOOL

*Note: All referenced Sections from AB 288 (Education Code 76004)*

<b>ECONOMICS 102</b> PRINCIPLES OF MACROECONOMICS	3	ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>HISTORY 118</b> UNITED STATES HISTORY, 1965-PRESENT	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>HISTORY 141</b> WORLD HISTORY FROM 1500 TO PRESENT	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>HUMANITIES 115</b> WORLD MYTHOLOGY	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>POLITICAL SCIENCE 101</b> INTRODUCTION TO GOVERNMENT	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS/SCIENCE DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>SPEECH COMMUNICATION 101</b> PUBLIC SPEAKING	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER ASSOCIATE IN ARTS DEGREE INTERSEGMENTAL GENERAL EDUCATION TRANSFER	GLENDALE HIGH SCHOOL
<b>STUDENT DEVELOPMENT 101</b> COLLEGE SUCCESS STRATEGIES	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION CSU GENERAL EDUCATION BREADTH	GLENDALE HIGH SCHOOL
<b>STUDENT DEVELOPMENT 125</b> CAREER PLANNING	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION	GLENDALE HIGH SCHOOL
<b>STUDENT DEVELOPMENT 141</b> IMPROVING COLLEGE PERFORMANCE AND STUDY SKILLS	1	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPERATION	GLENDALE HIGH SCHOOL

*Note: All referenced Sections from AB 288 (Education Code 76004)*

<b>STUDENT DEVELOPMENT 145</b> ACHIEVING ACADEMIC AND CAREER SUCCESS	3	ASSOCIATE IN ARTS/SCIENCE FOR TRANSFER PREPERATION INTERSEGMENTAL GENERAL EDUCATION TRANSFER PREPERATION	GLENDALE HIGH SCHOOL
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GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

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. Narineh Makijan, Coordinator III, College & Career Division

SUBJECT: **Acceptance of Strengthening Career and Technical Education for 21<sup>st</sup> Century Act (Perkins V) Grant for the 2021-2022 School Year**

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The Superintendent recommends that the Board of Education accept \$210,228 in funding from Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act (Perkins V) for the 2021-2022 school year.

On July 31, 2018, the Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act (Perkins V) was signed into law. This act, which became Public Law 115-224, reauthorizes the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV). Both chambers of Congress, reflecting broad bipartisan support for Career and Technical Education (CTE) programs, approved it unanimously. Perkins V is largely based on the structure and content of current law, but made some key changes that impact the implementation of CTE programs and administrative processes around the country.

The purpose of funding under the Strengthening Career and Technical Education for the 21<sup>st</sup> Century (Perkins V) Act is to more fully develop the academic, career, and technical skills of secondary education students and postsecondary education students who elect to enroll in career and technical programs by:

- Developing challenging academic and technical standards and assisting students in meeting these standards, including preparation for high skill, high wage, or high demand occupations.
- Promoting the development of services and activities that integrate rigorous and challenging instruction, and link secondary education with postsecondary education.
- Increasing state and local flexibility to provide services and activities designed to develop, implement, and improve career and technical education.



- Conducting national research and sharing best practices that improve career and technical education programs, services, and activities.
- Providing technical assistance that (a) promotes leadership, initial preparation, and professional development at the state and local levels; and (b) improves the quality of career and technical education teachers, faculty, administrators, and counselors.
- Supporting partnerships among secondary schools, post-secondary institutions, baccalaureate degree granting institutions, area career and technical education schools, local workforce investment boards, business and industry and intermediaries.
- Providing individuals with opportunities throughout their lifetimes to develop the knowledge and skills needed to keep the United States competitive.

The Career and Technical Education program has submitted a plan to use the funds to upgrade and enhance equipment for GUSD middle and high school Arts, Media and Entertainment pathway programs.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.***

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Vivian Ekchian, Superintendent Glendale Unified 223 North Jackson Street Glendale, CA 91206-4334				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				21	14894	64568	00
<b>Attention</b> Vivian Ekchian				<b>STANDARDIZED ACCOUNT CODE</b>			<b>COUNTY</b>
<b>Program Office</b> Office of the Superintendent				<b>Resource Code</b>	<b>Revenue Object</b>	19	
<b>Telephone</b> 818-241-3111				3550	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> Strengthening Career and Technical Education for the 21 <sup>st</sup> Century Act						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$210,228	\$210,228	\$210,228	1	July 1, 2021	June 30, 2022	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.048	V048A210005	Strengthening Career and Technical Education for the 21 <sup>st</sup> Century Act			Department of Education		
<p>This is to inform you the grant award notification for the Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act has been amended to reflect a corrected resource code.</p> <p>This award is made contingent upon the availability of funds and the approval of a <i>fully</i> completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Christina Rodriguez, Associate Governmental Program Analyst        Career Technical Education Leadership Support Office        California Department of Education        1430 N Street, Suite 4202        Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Bryan Baker				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> BBaker@cde.ca.gov					<b>Telephone</b> 916-319-9224		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ 					<b>Date</b> August 18, 2021		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> ▶					<b>Date</b>		

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Approval of Agreement Between Glendale Unified School District and Capturing Kids' Hearts**

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The Superintendent recommends that the Board of Education approve an agreement between Glendale Unified School District and Capturing Kids' Hearts in the amount of \$24,500 to provide professional development trainings to GUSD site and District leadership focusing on students' social-emotional wellbeing and development.

District and school site administrators will participate in two professional learning opportunities focusing on students' social-emotional wellbeing and development. A keynote address by Vern Hazard will be held on September 9, 2021, and a two-day workshop will be held in November.

Capturing Kids' Hearts research-based processes improve the five key indicators of school performance: fewer discipline referrals, improved attendance, higher student achievement, lower dropout rates, and higher teacher satisfaction. Schools that implement these processes report:

- Strengthened student connectedness to others by enhancing healthy bonds with teachers.
- Consistent rules of conduct with reduced disciplinary escalations and referrals.
- Dramatic reduction in truancy and dropouts.
- Reduction of negative behaviors such as isolation, violence, and substance use.
- Significant improvement in student academic performance.
- District-wide improvements in test scores.
- Higher rate of job satisfaction among teachers.
- Increased teacher retention and improvement in teacher recruiting.

### **Approach**

Capturing Kids' Hearts is an immersive, participatory experience. GUSD administrators will learn and practice skills they will use and model in their classrooms, schools, and departments, including:

- How to build meaningful, productive relationships with every student and every colleague.
- How to use the Capturing Kids' Hearts EXCEL Teaching Model to create a safe, effective environment for learning.
- How to develop self-managing, high-performing classrooms using team-building skills and a Social Contract.
- High payoff techniques for dealing with conflict, negative behavior, and disrespect issues.

The total cost of the workshops is \$24,500 and will be funded out of Title II funds, which are dedicated to professional development.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

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



# Training Confirmation Agreement

Prepared for  
Glendale Unified School District

August 3, 2021



Glendale Unified School District  
 223 North Jackson Street  
 Glendale, CA 91206

Thank you for selecting Capturing Kids' Hearts to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Glendale Unified School District ("CUSTOMER"). Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.

**SECTION 1: PRODUCTS**

Products	Timeline	Pricing
<p><b>Capturing Kids' Hearts 1™</b>            One, 2 consecutive-day training session(s) for up to 50 participants per session.            Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources in our online portal</li> </ul>	<p>November 9-10, 2021</p>	<p>\$21,500</p>
<p><b>Custom Keynote™</b>            Up to 1-hour and 15-minute presentation            Speaker: Vern Hazard</p>	<p>September 9, 2021</p>	<p>\$3,000</p>

**TOTAL PACKAGE COST (not inclusive of travel)**

**\$24,500**

Authorized Signer Initials \_\_\_\_\_  
 Glendale Unified School District



## SECTION 2: INVESTMENT

### Agreement:

- Both parties will consider this program confirmed upon the signing of this agreement prior to August 17, 2021. Upon execution of this Agreement, Capturing Kids' Hearts will make every effort to reserve your functions at the exclusion of all other business opportunities.
- All events included on this Agreement must be scheduled within 30 days of signing of the Agreement.

### Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable); will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

### Additional Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.

### Travel:

- Travel Package for each service to be billed separately and is not part of the Agreement total. Travel inside the Continental United States will be billed at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Each additional consecutive day is \$300.00 per day. Travel rates are subject to change.
- Travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.

## SECTION 3: POLICIES

### Scheduling:

- The Capturing Kids' Hearts Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. Capturing Kids' Hearts will need someone designated in your organization to work with on scheduling and event planning needs as follows below.
- Scheduling benchmarks - Within 30 days of signing of the Agreement, at least 50% of events must be scheduled with Capturing Kids' Hearts. Within 120 days of signing of the Agreement, the remainder of events must be scheduled with Capturing Kids' Hearts.
- Confirmation of all scheduled events will be made via email and is subject to cancellation terms as listed below.
- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day. Should times need to be altered, prior approval by Capturing Kids' Hearts would be required.

### Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.
- Capturing Kids' Hearts has permission to contact company members via e-mail addresses.

Authorized Signer Initials \_\_\_\_\_  
Glendale Unified School District





#### Intellectual Property

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.

#### Facilities:

- Capturing Kids' Hearts has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service oriented facility should be selected for all scheduled trainings.
- We recommend the *Capturing Kids' Hearts 1* training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- *Process Champions* may be provided at the campus facilities as long as adequate space, quiet, and privacy are available.
- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- Capturing Kids' Hearts and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, The Capturing Kids' Hearts Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that CUSTOMER will make arrangements and cover expenses for all equipment and be in charge of setup in advance.
- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

#### **SECTION 4: RESCHEDULING/CANCELLATION POLICY**

- Capturing Kids' Hearts can honor rescheduling requests 30 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should CUSTOMER notify Capturing Kids' Hearts less than 30 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or

Authorized Signer Initials \_\_\_\_\_  
Glendale Unified School District





actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**SECTION 5: DISCLAIMERS**

- CUSTOMER accepts the Products “AS IS” with all faults and errors. CAPTURING KIDS’ HEARTS HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. CAPTURING KIDS’ HEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the functionality, operation, and results is with CUSTOMER and Capturing Kids’ Hearts assumes no risk or obligation in connection therewith.
- Capturing Kids’ Hearts hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. Capturing Kids’ Hearts shall in no way be responsible or liable for CUSTOMER’s use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. Capturing Kids’ Hearts does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER, but should not be treated as a singular solution.
- In no event shall Capturing Kids’ Hearts be liable for or responsible for any incidental or consequential damages or injuries related to CUSTOMER’s use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The maximum possible liability of Capturing Kids’ Hearts shall not exceed the lesser of the full retail cost of the Products or the amount that CUSTOMER paid for the Products.
- No information shared by Capturing Kids’ Hearts verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

**SECTION 6: CONFIRMATION**

I have read and understand the policies of Capturing Kids’ Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: \_\_\_\_\_ Date: 9/01/21  
(CUSTOMER’s Authorized representative)

Print Name: Dr. Kelly King Title: Assistant Superintendent

Authorized Signer Initials \_\_\_\_\_  
Glendale Unified School District



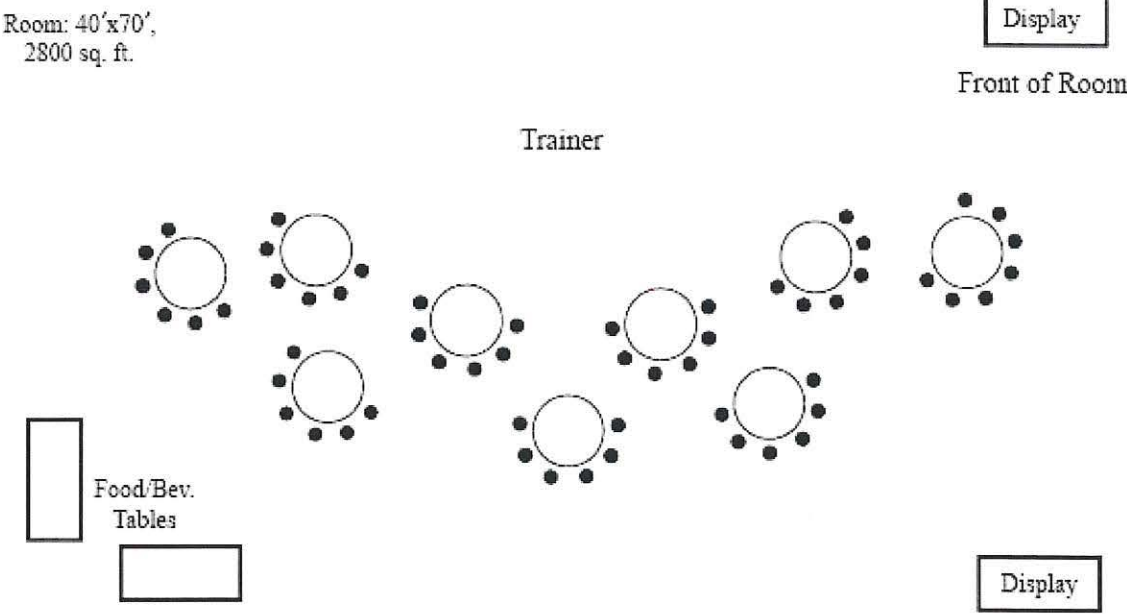
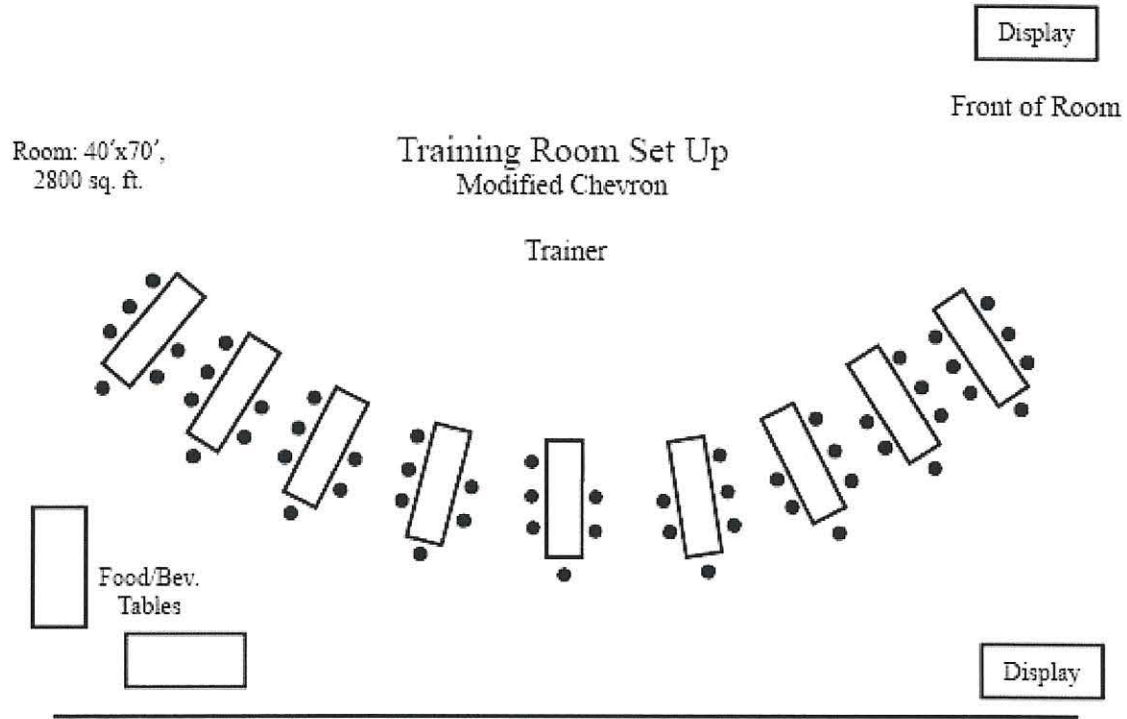
## SECTION 7: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts  
Attn: Angie Shoffner  
Angie.Shoffner@capturingkidshearts.org  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
Fax: 877-941-4700

Authorized Signer Initials \_\_\_\_\_  
Glendale Unified School District

**APPENDIX**



Please choose based on table type availability or if both table types available, please choose based on room shape/size to maximize walking/movement space for both the facilitator and participants.

Authorized Signer Initials \_\_\_\_\_  
Glendale Unified School District

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

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, Elementary Education

SUBJECT: **Approval of Services Agreement with WindTree Education for Mountain Avenue Elementary School**

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The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and WindTree Education in the amount of \$27,500, to be funded by the Expanded Learning Opportunities Grant, to provide coding and programming instruction and materials to students at Mountain Avenue Elementary School.

Mountain Avenue Elementary School will provide coding lessons to students facilitated by WindTree Education. Windtree Education is a California non-profit organization that was founded in 2010 in order to empower students to explore their talents in STEAM (Science, Technology, Engineering, Art, Math) fields. Mountain Avenue students will learn the Python Coding language and will learn to build /program robots. These programs are considered supplemental educational opportunities outside of their regular school work that provide opportunities for students to engage with each other, learn, and have fun.

WindTree Education follows 2021-2022 Expanded Learning Opportunities (ELO) grant supplemental instruction and support strategies 1, 4, and 7. The supported strategies will extend instructional learning time that will provide students with access to technology, engage students' social-emotional health and academic needs.

The contract period runs from August 30 - December 17, 2021. The total cost for the agreement, funded out of the Extended Learning Opportunities Grant, is \$27,500.

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

Glendale Unified School District  
Consent Calendar No. 14  
August 31, 2021  
Page 2

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

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

**SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is made and entered into as of the 21 day of JULY, 2021 by and between the Glendale Unified School District, ("District") and WINDTREE EDUCATION a corporation, whose place of business is POMONA [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Contractor shall commence providing services under this Agreement on AUGUST 30, 2021 and will diligently perform as required and complete performance by DECEMBER 17, 2021 .
2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) TWENTY-SEVEN THOUSAND AND FIVE HUNDRED dollars (\$ 27,500.00) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 4.1. N/A



5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability



Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
  - 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
  - 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: DR. KELLY KING

**Contractor:**

WINDTREE EDUCATION  
981 CORPORATE CENTER DRIVE SUITE #120  
POMONA, CA, 91768  
(909) 629-0015

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. . In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
35. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
36. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
37. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name WINDTREE EDUCATION

By: blancas-mbp.fios-router.home Digitally signed by blancas-mbp.fios-router.home  
DN: cn=blancas-mbp.fios-router.home  
Date: 2021.07.22 11:14:18 -0700 Director  
Signature Blanca Castaneda Title:  
Print Name Dated: July 22, 2021

By: \_\_\_\_\_ Title:  
Signature \_\_\_\_\_ Dated: \_\_\_\_\_, 2021  
Print Name \_\_\_\_\_

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

Information regarding Contractor:

License No.: \_\_\_\_\_

45-3562751 \_\_\_\_\_:

Address: 981 CORPORATE CENTER DRIVE SUITE #120

Employer Identification and/or Social Security Number

POMONA, CA, 91768

Telephone: (809) 629-0015

**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.**

Facsimile: \_\_\_\_\_

E-Mail: bcastaneda@windtreeeducation.org

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: \_\_\_\_\_  
 Limited Liability Company  
 Other: Non-Profit Organization

Glendale Unified School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: DR. KELLY KING

Print Title: ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

- Provide the use of a robot / LED Panel for each student.
- Provide a trained instructor and aide, per classroom, who will guide students in coding and programming.
- Provide materials and lessons for the foundation of coding/programming.
- Guide students in programming a Raspberry Pi.
- Provide, grades 4-6, materials and lessons for the learning of Python, a computer language.



**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: July 22, 2021

Name of Contractor: WINDTREE EDUCATION

Signature: blancas-mbp.fios-router.home Digitally signed by Blanca-mbp.fios-router.home  
DN: cn=blancas-mbp.fios-router.home  
Date: 2021.07.22 11:15:03 -0700

Print Name and Title: Blanca Castaneda , Director

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Blanca Castaneda

Title: Director

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

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

Date: July 22, 2021

Name of Contractor or Company: WINDTREE EDUCATION

Representative's Name and Title: Blanca Castaneda, Director

Signature: blancas-mbp.fios-  
router.home

Digitally signed by blancas-mbp.fios-  
router.home  
DN: cn=blancas-mbp.fios-router.home  
Date: 2021.07.22 11:18:35 -07'00'

**EXHIBIT "D"**

**TUBERCULOSIS CLEARANCE**

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

I am a representative of the WINDTREE EDUCATION ("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: July 22, 2021

Name of Contractor: WINDTREE EDUCATION

Signature: blancas-mpb.fios-router.home  
Digitally signed by blancas-mpb.fios-router.home  
 DN: cn =Blanca Castaneda, o=Glendale Unified School District, ou=Glendale Unified School District, email=blancas-mpb.fios-router.home, c=US  
 Date: 2021.07.22 11:17:20 -0700

Print Name and Title: Blanca Castaneda, Director

**Services cannot be rendered until all documentation is submitted and final approval is received.**

**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 Windtree Education ("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: Windtree Education

Signature: blancas-mbp.fios-router.home  
Digitally signed by blancas-mbp.fios-router.home  
DN: cn=blancas-mbp.fios-router.home  
Date: 2021.08.24 11:13:15 -0700

Print Name and Title: Blanca Castaneda, Director

Date: August 24, 2021

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

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. Brook Reynolds, Executive Director, Elementary Education

SUBJECT: **Approval of Services Agreement with California Dance Institute for Jefferson Elementary School**

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The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and California Dance Institute in the amount of \$15,020, to be funded by the Expanded Learning Opportunities Grant, to promote social and emotional development through movement and dance for students at Thomas Jefferson Elementary School.

California Dance Institute (CDI), an associate program of the award winning National Dance Institute (NDI), was developed with the belief that the arts are an important part of every child's education, and that the correlation between the arts and improved academic achievement is irrefutable. CDI programming supports the four Cs – Critical Thinking, Communication, Collaboration and Community and, more specifically, teaches life and learning skills through dance, which helps students learn to be creative, flexible, focused problem solvers.

Glendale Unified School District, in partnership with California Dance Institute (CDI) will offer movement and dance instruction to 4<sup>th</sup> grade students at Jefferson Elementary School for 24 weeks. Classes will be on Tuesdays. A lead teacher/choreographer, an assistant teacher under the supervision of CDI artistic director, Susan Gladstone, and a CDI musician will conduct four sessions on Tuesdays to accommodate the four 4<sup>th</sup> grade classes at Thomas Jefferson Elementary School. A Lecture Demonstration will be held on January 18, 2022 (subject to change) to show parents and the school community the students' progress in the program. A culminating performance on the final day of classes, April 19, 2022, will be held for all Jefferson students in the morning. There will also be an evening performance for parents of grade 4 students.

Glendale Unified School District  
Consent Calendar No. 15  
August 31, 2021  
Page 2

The contract period runs from September 28, 2021, to April 19, 2022. The total cost of the program is \$30,040, 50% of which will be raised by CDI. The GUSD cost for the California Dance Institute program, funded out of the Extended Learning Opportunities Grant, is \$15,020.

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

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street  
Glendale, CA 91206  
(818) 241-3111

**SERVICES AGREEMENT**

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 28th day of June, 2021 by and between the Glendale Unified School District, (“District”) and California Dance Institute a corporation, whose place of business is Los Angeles [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the “Scope of Work” attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on Sep28, 2021 and will diligently perform as required and complete performance by April19, 2022
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Fifteen thousand and twenty dollars (\$ 15,020 ) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
4.1. **N/A**

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.



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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: \_\_\_\_\_

**Contractor:**

California Dance Institute  
\_\_\_\_\_  
3303 Wilshire Blvd Suite 1200  
\_\_\_\_\_  
Los Angeles, CA 90010  
\_\_\_\_\_  
ATTN: Carole Valleskey  
\_\_\_\_\_

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. . In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name California Dance Institute

By: Carole Valleskey  
Signature  
Carole Valleskey  
Print Name

Founder/Director  
Title:  
Dated: August 6th, 20 21

By: Maya Estephanos  
Signature  
Maya Estephanos  
Print Name

Managing Director  
Title:  
Dated: August 6th, 20 21

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

Information regarding Contractor:

License No.: \_\_\_\_\_  
Address: 3303 Wilshire Blvd Suite 1200  
Los Angeles, CA 90010  
Telephone: 323.301.8900  
Facsimile: \_\_\_\_\_  
E-Mail: info@californiadanceinstitute.org

26-3464981 :  
Employer Identification and/or  
Social Security Number

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

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: \_\_\_\_\_  
 Limited Liability Company  
 Other: \_\_\_\_\_

Glendale Unified School District

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

CDI will introduce and implement a dance program to four grade 4 classes at Jefferson Elementary from September 28, 2021 to April 19, 2022. Attendance is mandatory for all students in these selected classes. Classes will be held on Tuesdays.

A lead teacher/choreographer and an assistant teacher under the supervision of CDI Artistic Director, Susan Gladstone, will teach four classes each week, accompanied by a CDI musician.

It is agreed that Mr. Dionisio will be the In-School Coordinator (ISC) and will function as the primary liaison between the school and CDI.

A child's participation in the CDI program is dependent on CDI discretion and on parental consent. A child may be dismissed permanently from class if s/he does not follow the rules set by the CDI teacher; or if disciplinary problems arise; or if the CDI teacher feels a child cannot safely meet the demands of the program.

Students in the CDI program will participate in the following performances:

- Lecture Demonstration held January 18th (date subject to change) with one after-school assembly open to parents and students as available.
- Culminating performance on the final day of classes, April 19, 2022. (up to 2 in-school assemblies and 1 evening performance for parents at TBD pm.)

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 8/6/21

Name of Contractor: California Dance Institute

Signature: 

Print Name and Title: Maya Estephanos Managing Director

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Susan Gladstone

Title: Artistic Director

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

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

Date: 8/6/21

Name of Contractor or Company: California Dance Institute

Representative's Name and Title: Maya Estephanos Managing Director

Signature: 

**EXHIBIT "C"**

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

The undersigned declares:

I am the Managing Director of California Dance Institute, 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 8/6/21 [date], at Los Angeles [city], California [state].

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Maya Estephanos  
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 California Dance Institute ("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: 8/6/21

Name of Contractor: California Dance Institute

Signature: 

Print Name and Title: Maya Estephanos Managing Director

**Services cannot be rendered until all documentation is submitted and final approval is received.**

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALÉ UNIFIED SERVICES AGREEMENT**


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

I am a representative of the California Dance Institute (“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: California Dance Institute

Signature: 

Print Name and Title: Maya Estephanos, Managing Director

Date: 8/24/21

Thomas Jefferson Elementary School  
 1540 5<sup>th</sup> St  
 Glendale, CA 91201  
 (3818) 243-4279  
 June 25<sup>th</sup>, 2021



## LETTER OF AGREEMENT

This letter will set forth the agreement between **Thomas Jefferson Elementary** and California Dance Institute ("CDI"), with regard to the 2021-2022 school year. The agreement is as follows:

- I. CDI will provide a dance program for 4 classrooms of students, (4<sup>th</sup> grade) for 24 weeks. Attendance is mandatory for all children in these selected classes.
  - A. Classes will be held on **Tuesdays**.
  - B. A lead teacher/choreographer and an assistant teacher under the supervision of CDI Artistic Director, Susan Gladstone, will teach **Four** classes each week accompanied by a CDI musician.
  - C. It is agreed that **Mr. Dionisio** will be the **In-School Coordinator (ISC)** and will function as the primary liaison between the school and CDI.
  - D. A child's participation in the CDI program is dependent on CDI discretion and on parental consent. A child may be dismissed permanently from class if s/he does not follow the rules set by the CDI teacher; or if disciplinary problems arise; or if the CDI teacher feels a child cannot safely meet the demands of the program.
  
- II. The CDI classes will participate in the following performances:
  - A. Lecture Demonstration held January 18<sup>th</sup> (date subject to change) with one after-school assembly open to parents and students as available.
  - B. Culminating performance on the final day of classes, April 19, 2022. (Circle one) 1 2 3 In-school assemblies and 1 evening performance for parents at TBD pm.
  
- III. The school agrees to cooperate with public relations initiatives regarding the CDI in-school program and to allow CDI funders to visit the school as per arrangement between CDI Director and the In-School Coordinator.

- IV. The school agrees to allow CDI to use stage tape to mark the dance area in the clear, clean open space provided by the school. The school agrees to maintain the stage markings throughout the length of the program. (Refer to VI.A.)
- V. The school agrees to allow CDI to stage the dance area as is appropriate for the dance classes and performances (i.e. hang backdrops, use props, move curtains as necessary, and adapt stage lighting).
- VI. School will be responsible for:
- A. Providing a clear, clean open space and a TUNED piano or keyboard for each dance class.
  - B. Making sure the children arrive ON TIME to participate for the entire class time.
  - C. Providing an In-School Coordinator (ISC) who will be in charge of all communication between CDI, school staff, parents, and student body.
    - 1. Distribution and collection of materials (i.e. registration forms, permission slips, notices, etc.) needed for participating children and their families.
    - 2. **Informing CDI, (323) 301-8900, of any changes in schedule or conflicts that may occur to prevent class. If JEFFERSON cancels a CDI class with less than thirty-six (36) hour notice, JEFFERSON is responsible for reimbursing CDI for the costs of CDI's artistic staff at the rate of \$240.00 per class.**
  - D. The ISC, a classroom teacher, or a representative of the school MUST be present during every class period.
- VII. Teachers in the school will not use a child's attendance in the CDI class as a disciplinary tool.
- VIII. The school agrees to allow CDI to use photocopy machine to make duplicates of memos and paperwork pertaining to the school's students and the CDI program.
- IX. **Thomas Jefferson Elementary** is responsible for the school's fee of **\$15,020**. This amount may come from more than one source. The total cost of the program is **\$30,040**, 50% of which will be raised by CDI. Payment is due in semester installments at the mid-point and conclusion of the program.
- X. Payment Terms:





GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 16

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, Elementary Education

SUBJECT: **Approval of Services Agreement with Mindful Learning Center for Jefferson Elementary School**

---

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Mindful Learning in the amount of \$45,000, to be funded by the Expanded Learning Opportunities Grant, for tutoring and instructional support services for students at Thomas Jefferson Elementary School.

Glendale Unified School District, in partnership with Mindful Learning Center, will offer after school tutoring and instructional support services in Armenian for eligible lowest-performing students in the FLAG program at Jefferson Elementary School. Tutoring services will be provided in Armenian Language Arts, as needed. Fourteen students in the FLAG 1st grade program and fourteen students in the FLAG 2nd grade program will receive instructional support in Armenian oral language, reading fluency, reading comprehension, and writing. Both cohorts shall be offered a one-hour class after school on Wednesdays (for FLAG 1st grade) and Thursdays (for FLAG 2nd grade).

The program period is from October 4, 2021, to May 5, 2022. The cost for the tutoring/instructional support services, funded out of the Extended Learning Opportunities Grant, is \$45,000.

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

Glendale Unified School District  
Consent Calendar No. 16  
August 31, 2021  
Page 2

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street  
Glendale, CA 91206  
(818) 241-3111

**SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is made and entered into as of the 16 day of August, 2021 by and between the Glendale Unified School District, ("District") and Mindful Learning Center a corporation, whose place of business is Los Angeles [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on 10/4, 2021 and will diligently perform as required and complete performance by 5/5, 2022
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Forty-five thousand dollars (\$ 45,000 ) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 4.1. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,



arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

Glendale Unified School District

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: \_\_\_\_\_

**Contractor:**

Mindful Learning Center  
20661 Wood Rose Ct  
\_\_\_\_\_  
Porter Ranch, CA 91326  
\_\_\_\_\_

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. . In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name Mindful Learning Center

By: [Signature] CEO \_\_\_\_\_  
Signature \_\_\_\_\_ Title: \_\_\_\_\_  
Mary Meklin \_\_\_\_\_ Dated: 8/18/2021, 2021  
Print Name \_\_\_\_\_

By: \_\_\_\_\_ CEO \_\_\_\_\_  
Signature \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Print Name \_\_\_\_\_

\*If the Contractor is a corporation, signatures of two <sup>specific</sup> 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.: \_\_\_\_\_ 83-4157014

Address: \_\_\_\_\_ Employer Identification and/or  
Social Security Number

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

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: Ca
- Limited Liability Company
- Other: \_\_\_\_\_

Glendale Unified School District

By: \_\_\_\_\_ Date: 9/1/21

Print Name: Dr. Kelly King

Print Title: Assistant Superintendent

**ATTACHMENT A**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

On-site after school Armenian Language and Arts Program for select students in the 1st grade and 2nd grade FLAG program, as needed, with a focus on oral language, reading fluency, reading comprehension, and writing. Fourteen students from Grade 1 and fourteen students from Grade 2 who need Armenian ELA support will be selected by their teachers to participate in the program. Two cohorts will be offered a 1 hour class after school on Wednesdays and Thursdays. The program will commence on October 4, 2021 and end on May 5, 2022.

Mindful Learning Center will create the Armenian intervention curriculum and will be approved by the school site team prior to implementation.

In compensation, GUSD shall pay the Mindful Learning Center \$45,000 for the services rendered.

**EXHIBIT "A"**

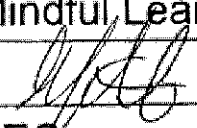
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 8/16/21  
Name of Contractor: Mindful Learning Center  
Signature:   
Print Name and Title: CEO

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Mary Mekikian

Title: CEO

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

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

Date: 8/16/21

Name of Contractor or Company: Mindful Learning Center

Representative's Name and Title: Mary Mekikian

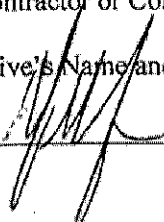
Signature: 



EXHIBIT "C"

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

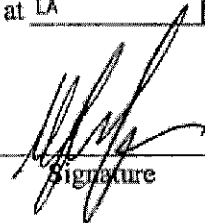
The undersigned declares:

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

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/16/21 [date], at LA [city], CA [state].



Signature

Mary Mekikian

Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

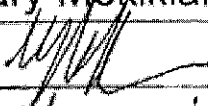
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 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: 8/16/21

Name of Contractor: Mary Mekikian Mindful Learning Center.

Signature: 

Print Name and Title: Mary Mekikian

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

**COVID-19 VACCINATION ADDENDUM**  
**TO**  
**GLENDALE UNIFIED SERVICES AGREEMENT**

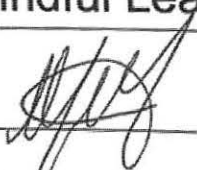
The undersigned does hereby certify to the Governing Board of the District as follows:

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

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

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

Name of Contractor: Mindful Learning Center

Signature:  \_\_\_\_\_

Print Name and Title: Mary Mekikian

Date: 8/25/21

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching & Learning

SUBJECT: **Approval of New Course of Study Outline for Philosophy**

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The Superintendent recommends that the Board of Education approve course of study outline (Philosophy) for Glendale High School in the area of Social Studies.

The course outline has been reviewed by the Director of Teaching & Learning and is being presented for preliminary approval by the Board in order to open this course at Glendale High School for the Fall of 2021 as one of the new courses offered under the new seven period block schedule. This course is submitted for approval prior to the normal approval process being completed because it was a course requested by the students and staff of Glendale High School upon approval of the seven-period day option for Glendale Unified School District middle and high schools. The additional period offered to students requires additional elective course to be offered at each middle and high school.

This course outline will be reviewed further for content and evaluated by the members of the History-Social Science Curriculum Study Committee at their next meeting in September. The Secondary Education Council will then review the information and make a recommendation of final approval of this course outline to the Board of Education. This course outline will also be submitted for a-g approval.

**HIGH SCHOOLS**

**Department:** Social Studies

Course Title: Philosophy

School(s)

Course Offered: Glendale High School

UC/CSU Approved  
(Y/N Subject): Pending, (G) College-Preparatory Elective

Course Credits: 10

Recommended  
Prerequisite: None

Recommended  
Textbook: Popkin, Richard H. and Avrum Stroll. Philosophy Made Simple.  
Crown; 2nd edition (July 1, 1993)

Course Overview: This course is an introduction to the major concerns of Western philosophy. Topics included are the question of ethics, metaphysics, the philosophy of religion, and the theory of knowledge. Through an examination of the evolution of key philosophical issues, students will also learn how arguments are formed, how new theories are developed from philosophical debate, and how through disagreement a greater understanding of complex topics can occur. Throughout the class students will examine their own systems of knowledge, beliefs, and the course will culminate with them creating a portfolio of their own personal philosophy.

## **First Semester**

Unit 1: **Introduction to Philosophy** (3 weeks)

A. This unit is designed to introduce the student to the concept of critical thinking, logic, and how one studies Philosophy. Students will learn what it means to define philosophy and the different varieties it contains. Students will learn that philosophers have historically attempted to work out some general, systematic, coherent, and consistent picture of all that we know and think. They will obtain a general understanding of ethics, political philosophy, metaphysics, and the theory of knowledge.

- CCSS.ELA-LITERACY.RH.11-12.1  
Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.
- CCSS.ELA-LITERACY.RH.11-12.2

Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.

- B. Students shall produce 1-2 page “pre-knowledge” reflection papers offering their initial opinions on the big ideas presented in class. Each paper shall respond to an essential question, for example, “How do you know the difference between right and wrong?” or “How do you know that you exist?” Papers will be presented in class.

Unit 2: **Ethics**

*(6 weeks)*

- A. In this unit, students will investigate and evaluate the theoretical study of the different codes or sets of principles by which people live their lives. Students will attempt to answer the question of what is right and what is wrong and discuss whether there are any universal ethical truths. They will learn where ethical principles come from and what they mean and consider the moral standards that determine right and wrong. Students will determine how theories of ethics apply to specific issues of contemporary relevance and study. Students will read works about: Platonism, Aristotle, Hedonism, Cynicism, Spinoza, Kant, Naturalism, and Objectivism.
- CCSS.ELA-LITERACY.RH.11-12.3  
Evaluate various explanations for actions or events and determine which explanation best ACCORDS with textual evidence, acknowledging where the text leaves matters uncertain.
- B. Students will choose a specific issue of contemporary relevance, such as the environment, war, immigration, capital punishment, etc. Using the different ethical theories studied in class, students will write a 1.5-2 page essay describing how each branch of ethics would view the issue and how they would solve it. Students will present their essay in class.

Unit 3: **Political Philosophy**

*(6 weeks)*

- A. In this unit, students will define and study political philosophy. They will discuss what a person’s relationship is to society is and what role ethics play in the relationship between individuals and society. Students will investigate what a government owes its citizens and what citizens owe a government. Students will study the work of Thomas Hobbes, John Locke, John Stuart Mill, and Marx. They will discuss what an “ideal” form of government would look like and debate

whether or not there is an “ideal” form. Students will examine what the primary values are that hold a society together and if there is ever a legitimate reason to overthrow a government.

- CCSS.ELA-LITERACY.RH.11-12.8  
Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.
- CCSS.ELA-LITERACY.RH.11-12.9  
Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.

- B. Using one of the four political philosophers studied in this unit, students will create their own country and government using their particular philosophy on what a government should look like. Students will name their country, name their political party, and create laws that abide by their chosen philosophy. Students will need to create a travel brochure of their country and present it in class.

Unit 4: **Applied Ethics**

*(4 weeks)*

- A. This unit is designed for students to examine current ethical issues with the knowledge they have obtained from all previous units. Students will examine and discuss issues such as: is it a criminal act to euthanize an animal, should drugs be legalized, is terrorism ever justified, and is cheating morally wrong.
- CCSS.ELA-LITERACY.RH.11-12.9  
Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.
- B. Students will debate these issues in classes, being sure to choose an ethical framework to work within. They will defend and critique peer positions from within their chosen philosophical framework and spend much of the unit researching and working on a 2-3 page position paper.

**Second Semester**

Unit 5: **Metaphysics**

*(6 weeks)*

- A. This unit is designed to introduce students to the study of metaphysics. Students will learn about pluralism and monism and explore the concept of free will. Students will debate how one knows that they “exist” and attempt to answer the

question of what “reality” is. Students will read and examine Plato’s “Allegory of the Cave” and write about the concept of reality Plato is attempting to push forward with this piece. Students will read about and discuss the concept of Determinism and evaluate their own concepts of free will and be able to debate their opinions. Additionally, students will read criticism of metaphysics.

- CCSS.ELA-LITERACY.RH.11-12.1

Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.

- CCSS.ELA-LITERACY.RH.11-12.2

Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.

- B. Students will interview 6-8 people, using a system of Cartesian Queries and formulate the interviews into prose format for the purpose of presentations. Possible questions may include: Can you trust reality? Can you prove you exist? How are you sure that you’re not dreaming right now? Students will then interpret their interviewee’s questions and write a 2 page essay on what they discovered about people’s perception of reality and existence. It will be presented in class.

Unit 6: **Philosophy of Religion**

(6 weeks)

- A. In this unit, students will learn about the philosophy of religion. Students will study the work of David Hume, St. Thomas Aquinas, and look at the theory of cosmology. Students will critically think about the evidence for the existence of god and discuss what “rational” belief is and learn to define it. They will examine the existence of “evil” and debate how evil and a belief in God can coexist. Students will understand the relationship between ethics and morality and be able to describe the difference between theology and the philosophy of religion.

- CCSS.ELA-LITERACY.RH.11-12.4

Determine the meaning of words and phrases as they are used in a text, including analyzing how an author uses and refines the meaning of a key term over the course of a text (e.g., how Madison defines *faction* in *Federalist* No. 10).

- CCSS.ELA-LITERACY.RH.11-12.5

Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.



- B. Students will read “Proof of Existence of God” by St. Thomas Aquinas. They will approach the material as an “expert” on the subjects of religion and philosophy. They will write a 3-4 page paper outlining their interpretation and criticisms of the material. They will be required to cite possible responses/criticism of at least two other philosophers in their paper, based upon their previous knowledge.

Unit 7: **Theory of Knowledge**

*(6 weeks)*

- A. This unit is designed to introduce students to the theory of knowledge. Students will study the relationship between knowledge and belief as well as knowledge and truth. They will understand what it means to justify knowledge and examine how the senses play into how one obtains knowledge. Students will study the philosophy and concepts of Descartes, Ancient Greeks, Bishop George Berkeley, and Kant. They will also work to understand what objective reality is and how it applies to philosophy and their own lives.
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- B. Students will choose one of the philosophers from this unit and create a presentation on their life and philosophy. They will study the philosopher’s history, interpret their philosophy, and discuss how it is relevant in today’s world. Students will create either a poster or power point presentation about their philosopher and present it to the class.

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*(4 weeks)*

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Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.

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Additional Recommended Materials - *Must be approved by Board of Education.*

- Gaarder, Jostien. Sophie's World. Farrar, Straus and Giroux; First Printing edition (March 20, 2007)

***TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.***

Glendale Unified School District

High School

Date

(Meeting date will be typed in ***after*** Board Approval.)

**Department:** Social Studies

Course Title: Philosophy

Course Code: (Educational Services will assign course number ***after*** Board Approval)

School(s)

Course Offered: Glendale High School

UC/CSU Approved

(Y/N Subject): Pending, (G) College-Preparatory Elective

Course Credits: 10

Recommended

Prerequisite: None

Recommended

Textbook: Popkin, Richard H. and Avrum Stroll. Philosophy Made Simple.  
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**Second Semester**

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- B. Students will write their own personal philosophy and draw from the philosophical theories they have studied over the entirety of the course. Students will use examples of ethical dilemmas in their paper and explain in detail what they believe the right answer is based on their personal philosophy. Students will research and use articles to support their claims. They will need to cite their sources and explain why they have reached the conclusion they have. The paper shall be 3-5 pages long and include a works cited. Students will present their personal philosophy in class.

Additional Recommended Materials - *Must be approved by Board of Education.*

- Gaarder, Jostien. Sophie's World. Farrar, Straus and Giroux; First Printing edition (March 20, 2007)



GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 18

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Ilin Magran, Director, Student Wellness Services

**SUBJECT: MOU for Renewal of Mental Health Services to Students  
Districtwide with Didi Hirsch for 2021-2022**

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The Superintendent recommends that the Board of Education approve the renewal of the agreement between Glendale Unified School District and Didi Hirsch for Mental Health Services to improve student functioning within an educational setting.

This agreement is between Glendale Unified School District and Didi Hirsch to further support our youth who need mental health consultation.

When a student at any school is determined to be in need of counseling services, administrators and/or school counselors refer the student to Student Wellness Services, which then chooses one of the contracted consultants to provide the services to the student.

In most cases, Student Wellness Services refers only students with MediCal insurance to this company. Didi Hirsch does not charge the District any fees for these services since they are able to bill directly to MediCal.

In cases when other PSA mental health consultants are unavailable, students without medical insurance who are in need of immediate mental health services can be referred to Didi Hirsch. The company charges the District the same amount they charge MediCal, which is \$141 per hour.

This agreement will be in effect beginning July 1, 2021 through June 30, 2022

***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 student, parent and family engagement opportunities.***

# Glendale Unified School District Student Support Services

## MEMORANDUM OF UNDERSTANDING

### ***Agreement for contracted/volunteer mental health or health services on school sites:***

This agreement is entered into between the **Glendale Unified School District (DISTRICT)**, and **Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services (PROVIDER)** for the purpose of providing selected health services on school site(s) of the District. It is recognized that the provisions of this agreement shall be construed in a manner not inconsistent with the California Education Code and other laws of the State of California.

In furtherance of the foregoing purpose, PROVIDER and DISTRICT agree as follows:

1. **Term of Agreement.** This agreement shall be in effect on July 1, 2021 and remain effective through June 30, 2022. This agreement is subject to cancellation on twenty (20) calendar days written notice by either party. Renewal of agreement may occur on execution by both parties of a written amendment to the agreement providing such extension.
2. **Locations.** The delivery of services by PROVIDER may be on the premises of any school in the DISTRICT that has referred a student for school-based services by the PROVIDER.
3. **Staffing.** PROVIDER shall be solely responsible for staff providing services under this agreement. PROVIDER certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing of such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. PROVIDER certifies that it shall provide adequate supervision of the staff and/or trainees. PROVIDER certifies that all personnel in contact with students are adequately screened, so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students. All personnel shall provide evidence of freedom from tuberculosis within six months prior to the commencement of service.
4. **Responsibility of District.** DISTRICT schools will be responsible for providing adequate referrals as agreed upon between PROVIDER and DISTRICT schools, a confidential work space for PROVIDER staff, and access to a telephone.
5. **Equipment.** PROVIDER will be responsible for the cost and care of equipment.
6. **Conflict Resolution.** Should any problems or conflicts arise in the course of the delivery of services, it is understood that the authorized representative of the DISTRICT will work with the parties to accomplish an effective resolution through mediation.
7. **Description of Services.** The PROVIDER shall be responsible for the services described in the Service Delivery Application, a copy of which is attached and made a part hereof. Parent/guardian written consent is required in accordance with Section 11 below.

8. **Billing.** Services will be provided at no cost to the DISTRICT or students served unless provided through a Personal Services Agreement. The hourly cost of these services shall be N/A. No Pre-K through 12<sup>th</sup> grade student enrolled in a traditional educational program otherwise eligible for services shall be denied such services due to an inability to pay for same. Medi-Cal, CHDP, and other third party payers may be billed for eligible patients.
9. **Insurance.** PROVIDER shall present DISTRICT with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, Medical Malpractice, and Workers' Compensation. Evidence of insurance covering vehicles will also be required if PROVIDER'S services involve use of vehicle(s) on DISTRICT site(s) or providing transportation to DISTRICT students. PROVIDER'S general liability and medical malpractice and vehicle coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. DISTRICT shall be named as an additional insured by endorsement. PROVIDER shall maintain the aforementioned insurance in effect at all times during the life of this Agreement. DISTRICT warrants that it is self-insured against claims for general liability.
10. **Liability.** PROVIDER shall indemnify, defend, and save the DISTRICT, its Board of Trustees, officers, agents, employees, and volunteers harmless with respect to any and all claims, damages, losses, causes of actions and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of PROVIDER'S, its agents', or its employees' performance or failure to perform any duties contemplated by this Agreement.
11. **Independent Contractor.** PROVIDER and any and all agents and employees of Provider shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the DISTRICT. PROVIDER shall pay all wages, salaries, and other amounts due to its agents and employees in connection with their performance under this Agreement and as required by law.
12. **Parent Consent for Services.** Should services by PROVIDER include any form of medical or psychological services, including diagnostic services, treatment, or counseling, PROVIDER shall obtain written parent/guardian consent on DISTRICT approved form prior to providing service(s) to a minor.
13. **Records.** PROVIDER and DISTRICT recognize that records maintained by them respectively related to pupils are confidential pursuant to related provision of federal and state law. Parents should be encouraged to complete an exchange of information form to facilitate the sharing of information for the well being of the child.
14. **Notices.** Any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the care of:

DISTRICT: Glendale Unified School District  
Attn: Dr. Darneika Watson  
Chief Human Resources & Operations Officer  
223 N. Jackson Street  
Glendale, CA 91206

PROVIDER: Didi Hirsch Mental Health Services  
4760 South Sepulveda Blvd.  
Culver City, CA 90230  
**Attn:** Lyn Morris, LMFT  
Chief Operating Officer

Program: Didi Hirsch MHS Glendale Child and Family Center  
1540 East Colorado Street  
Glendale, CA 91205  
**Attn:** Martha Basmadjian, Program Director

15. **Taxes.** Provider shall be liable and solely responsible for reporting and paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes associated with its services under this Agreement. Provider agrees to indemnify, defend, and hold the DISTRICT harmless from any liability, which Provider may incur to the federal or state governments as a consequence of this Agreement. All payments to the Provider shall be reported to the Internal Revenue Service.
16. **Assignment.** The DISTRICT and the Provider, respectively, bind themselves, their successors, assigns, and representatives of such other party with respect to all terms of this Agreement. Neither DISTRICT nor Provider shall assign or transfer any interest in this Agreement without the written consent of the other.
17. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superceded only by written instrument executed by all parties.
18. **Nonwaiver.** Parties agree that no failure to exercise, and no delay in exercising any right, power, or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege hereunder. Parties further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude further exercise thereof.
19. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
20. **Execution by Facsimile or in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as whole, according to its fair meaning, and not strictly for or against either party.
22. **Governing Law.** This Agreement shall be governed by the laws in the State of California and venue shall be in the appropriate Superior Court in Los Angeles County, California.
23. **Attorney's Fees.** In any action to enforce this Agreement, the prevailing Party shall be entitled to costs and reasonable attorney's fees.
24. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supercedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instruction signed by both the DISTRICT and the Provider.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE FULLY EXECUTED.

1) **DISTRICT:** **GLENDALE UNIFIED SCHOOL DISTRICT**

Dr. Darneika Watson  
Chief Human Resources &  
Operations Officer

\_\_\_\_\_  
(Signature) (Date)

2) SCHOOLS AT WHICH SERVICES WILL BE PROVIDED See page 1 Section 2

N/A  
(Name of School Principal)

N/A  
(Signature)

N/A  
(Date)

3) **PROVIDER:** **DIDI HIRSCH MENTAL HEALTH SERVICES**

Lyn Morris, LMFT  
Chief Operating Officer

*Lyn Morris, LMFT* 05/18/2021  
(Signature) (Date)

Agency Address: 4760 South Sepulveda Blvd., Culver City, CA 90230

Agency Fax Number: (310) 398-0312

Program Address: 1540 East Colorado St., Glendale, CA 91205

Program Director: Martha Basmadjian, LMFT

Program Fax Number: (818) 243-5413

Program Telephone Number: (818) 244-7257

Agency Federal ID Number: 95-1816023

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 19

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Ratification of Approval of Services Agreement Between  
Glendale Unified School District and Pathogen Response &  
Resource Alliance**

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The Superintendent recommends that the Board of Education ratify the approval of a Services Agreement between Glendale Unified School District and Pathogen Response & Resource Alliance for providing COVID-19 pathogen training not to exceed \$45,000.

Pathogen Response & Resource Alliance is an agency that provides COVID training appropriate for Glendale Unified School District employees. Human Resources worked closely with Pathogen Response & Resource Alliance to create a training program appropriate for all staff. The course will provide staff with the fundamentals to reduce their risk of contracting infectious diseases. In the 15-minute course, we have specifically asked them to provide information regarding:

- How COVID is transmitted – airborne vs surfaces
- Safety precautions including:
  - Masking
  - Social distancing
  - Eating lunch in a safe location, rather than gathered close together
  - Washing hands frequently

The price for this training for an unlimited contract is \$45,000. This training will be available to all GUSD employees through June 30, 2022.

Human Resources Staff recommends that this training be purchased using COVID funds.

***TO SUPPORT 2021-2022 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; maintain best practices for ensuring 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") is made and entered into as of the 10th day of August, 2021 by and between the Glendale Unified School District ("District") and Pathagon Response & Resource Alliance, Inc a corporation, whose place of business is Broussard, LA [City], herein referring to as ("Contractor"), (together, "Parties").

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on August 10, 2021 and will diligently perform as required and complete performance by June 30, 2021.

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

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration
- Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NFE) Forty Five Thousand dollars (\$ 45,000) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - i.i. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees, in the performance of the work herein contemplated. Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2 **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3 **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.



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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**  
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CCI 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue.

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

**District:**

**Glendale Unified School District**  
223 N. Jackson Street  
Glendale, California 91206  
ATTN: Dr. Kyle Bruleh

**Contractor:**

Nate Seward  
Pathogen Response & Resource Alliance, Inc.  
4440 Hwy 90 E  
Broussard, LA 70518

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
35. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
36. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
37. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name: Pathogen Response & Resource Alliance, Inc.

By: [Signature]  
Signature: \_\_\_\_\_  
Print Name: Blair Seward

Title: Co-Founder, Chief Industrial Hygienist  
Dated: 8/10/21 2021

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Dated: \_\_\_\_\_ 2021

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) the President, 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 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 5133)

Information regarding Contractor:

License No.: \_\_\_\_\_  
Address: 4440 Hwy 907  
Bronson, LA 70518  
Telephone: 905-432-4888  
Facsimile: \_\_\_\_\_  
E-Mail: nate@pathogenalliance.com

06-1087202  
Employer Identification and/or  
Social Security Number

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

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: LA  
 Limited Liability Company  
 Other: \_\_\_\_\_

Glendale Unified School District

By: [Signature]  
Print Name: Dr. Dameika Watson

Date: 8/10/21

Print Title: Chief HR & Operations Officer



ATTACHMENT A

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

Contractor may provide the following General Services:

Provide COVID-19 training module and certification of training for GUSD employees. This will be an unlimited contract for all employees through June 30, 2022. (See attached contract description.)

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date:

8/10/20

Name of Contractor:

Pathogen Response & Resource Alliance, Inc.

Signature:

[Signature]

Print Name and Title:

Nate Seward, Co-Founder, Chief Industrial Hygienist

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

**EXHIBIT "B"**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Nate Seward

Title: Co-Founder, Chief Industrial Hygienist

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

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

Date: 8/10/21

Name of Contractor or Company: Pathogen Response & Resource Alliance

Representative's Name and Title: Nate Seward, Chief Industrial Hygienist


Signature: 

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

I am a representative of the Pathogen Alliance ("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:

8/10/21

Name of Contractor:

Pathogen Response & Resource Alliance, Inc.

Signature:

Nate Seward

Print Name and Title:

Nate Seward, Chief Industrial Hygienist

**Services cannot be rendered until all documentation is submitted and final approval is received.**

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 20

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Ratification of Approval of Services Agreement Between  
Glendale Unified School District and Hey Tutor, Inc.**

---

The Superintendent recommends that the Board of Education ratify the approval of a Services Agreement between Glendale Unified School District and Hey Tutor, Inc. for providing support personnel not to exceed \$250,000.

In order to provide sufficient personnel for the opening of school, the District has come to an agreement with Hey Tutor, Inc. Hey Tutor will supply assistants for instructional support and afternoon coverage for the Child Development and Child Care program, to meet the adult to student ratio requirements. The District Human Resources Department will continue the process of hiring and on-boarding new assistants with the goal of being able to fill this need with GUSD employees in the future.

To ensure that we will have enough staff present for an effective and successful experience, the contract amount will be \$250,000 and will be effective August 16, 2021 through December 31, 2021. These funds will only be paid upon use of these services, as needed.

***TO SUPPORT 2021-2022 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust academic and career technical education learning programs; and accelerate learning and improve attendance and engagement.***

***TO SUPPORT 2021-2022 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; maintain best practices for ensuring safe and healthy learning environments; and support physical, social, and emotional wellbeing.***

Glendale Unified School

**GLENDALE UNIFIED SCHOOL DISTRICT**

223 North Jackson Street  
Glendale, CA 91206  
(818) 241-3111

**SERVICES AGREEMENT**

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 12<sup>th</sup> day of August, 2021 by and between the Glendale Unified School District, (“District”) and **HEYTUTOR INC.**, a California corporation, whose place of business is LA [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

1. *Services Description.* CONTRACTOR will perform the services described in Addendum A attached hereto and in the “Scope of Work” attached hereto as Attachment A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Contractor shall commence providing services under this Agreement on Aug. 12, 2021 and will diligently perform as required and complete performance by Dec. 31, 2021 .
2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration
- Tuberculosis Clearance

3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee as set forth on Schedule A attached hereto, which includes reimbursable cost listed in item 4.1. The total amount of fees payable to Contractor by District shall not exceed \$250,000.00 . District shall pay Contractor according to the following terms and conditions:

**Note:** Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

Glendale Unified School

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

4.1. N/A

## Glendale Unified School

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
  - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 8.3.1. material violation of this Agreement by the Contractor; or
    - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.



## Glendale Unified School

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

**9. Indemnification.**

- 9.1. 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; 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.
  
- 9.2. To the furthest extent permitted by California law, District shall defend, indemnify, and hold free and harmless the Contractor, its 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 District's 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 District, 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; or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the Contractor. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

Glendale Unified School

**10. Insurance.**

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

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

- 10.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability. Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

Glendale Unified School

- 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **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).
15. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
16. **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.

Glendale Unified School

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

- 17.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 17.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. **Limitation of District Liability.**

- 18.1. 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.
- 18.2. Other than as provided in this Agreement, Contractor'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 Contractor 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.

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

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to

Glendale Unified School

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.

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

Glendale Unified School

**District:**

**Glendale Unified School District**  
 223 N. Jackson Street  
 Glendale, California 91206  
 ATTN: Dr. Darneika Watson

**Contractor:**

HeyTutor, Inc.  
 8939 S. Sepulveda Blvd. #102  
 Los Angeles, CA 90045  
 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.

21. **Integration/Entire Agreement of Parties.** This Agreement, along with Addendum A, Attachment A, Schedule A and any documents or agreements reference therein, 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. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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

Glendale Unified School

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
30. **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.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit, addendum and schedule attached hereto are hereby incorporated herein by reference.
33. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
34. **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.
35. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
36. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

## Glendale Unified School

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

37. **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.



Glendale Unified School

SIGNATURE PAGE

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

**Company Name** HeyTutor, Inc.

By: *Ryan Neman* Founder  
DocuSigned by: B26311A8F147476...  
 Signature \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name RYAN NEMAN Dated: 8/12/2021

By: *Skyler Lucci* Chief Executive Officer  
DocuSigned by: 007867D4817D47F...  
 Signature \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name Skyler Lucci Dated: 8/12/2021

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

**Information regarding Contractor:**

License No.: \_\_\_\_\_ 46-5199755 \_\_\_\_\_  
 Address: 8939 S. Sepulveda Blvd. #102 \_\_\_\_\_  
 \_\_\_\_\_ Los Angeles, CA 90045 \_\_\_\_\_  
 Telephone: 855-781-9042 \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-Mail: info@heyttutor.com \_\_\_\_\_  
 \_\_\_\_\_  
 Type of Business Entity:  
 \_\_\_ Individual  
 \_\_\_ Sole Proprietorship  
 \_\_\_ Partnership  
 \_\_\_ Limited Partnership

Employer Identification and/or  
 Corporation, State: California  
 \_\_\_ Limited Liability Company  
 \_\_\_ Other: \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

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

**Glendale Unified School District**

By: *Darneika Watson, Ph.D.* Date: 8/16/2021  
DocuSigned by: 011C9882D4244D2...  
 Print Name: Darneika Watson, Ph.D.  
 Print Title: Chief Human Resources and Operations Officer

Glendale Unified School

**ADDENDUM A**

**THIS SPECIAL-EDUCATION EDUCATORS, TUTOR AND PROCTOR SOURCING ADDENDUM** (the “**Addendum**”) is made as of the Effective Date set forth above by and between **HEYTUTOR INC.**, a California corporation (“**HeyTutor**”) and the **GLENDALE UNIFIED SCHOOL DISTRICT** (“**District**”).

**1. Tutor Services.** HeyTutor will render the services as set forth on **ATTACHMENT A** for sourcing special-education educators (the “**Educator Services**”) and tutors and proctors (the “**Tutor and Proctor Services**,” and together with the Educator Services, the “**Services**”) in accordance with this Agreement and the Terms of Use (the “**ToU**”) set forth on the HeyTutor website located at <https://heyttutor.com/terms/> (the “**Platform**”). In the event of a conflict or inconsistency between this Agreement and the ToU, the ToU shall govern, control and prevail.

**2. Non-Circumvention.** District shall not circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, in order to avoid payment of any fees to HeyTutor, including, without limitation, with respect to the Services, the Educator Services, the Proctor Services, and any other tutoring or educational services by, with or through HeyTutor or the Platform. District agrees to not accept any, or enter into an agreement or understanding to receive, any Services, the Educator Services, the Proctor Services, and any other tutoring or educational services from any individual, company, person or representative introduced to District except as otherwise with the written consent of HeyTutor. This Section 2 shall survive the termination or expiration of this Agreement.

**3. Disclaimer of Warranties; Limitation of Liability; Waiver; Indemnification**

**3.1 Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES ARE PROVIDED AS-IS, THAT DISTRICT ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES AND HEYTUTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DISTRICT ACKNOWLEDGES AND AGREES THAT HEYTUTOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, ACCEPTABILITY, SUITABILITY, UTILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**3.2 Waiver.** DISTRICT HEREBY IRREVOCABLY AGREES NOT TO ASSERT OR CLAIM, AND HEREBY IRREVOCABLY WAIVES, THE DEFENSE OF ANY RIGHT OF SOVEREIGN IMMUNITY IN ANY LEGAL PROCEEDING TO ENFORCE OR COLLECT UPON ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

**3.3** This Section 3 shall survive the termination or expiration of this Agreement.

**4. Representations and warranties.** Each Party represents and warrants to the other Party that:

**4.1** It is duly incorporated, validly existing and/or in good standing in its relevant jurisdiction, has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to carry on its business as presently conducted and as contemplated to be conducted,

Glendale Unified School

to own, hold and operate its properties and assets as now owned, held and operated by it, to enter into this Agreement, to carry out the provisions hereof;

**4.2** It has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to enter into this Agreement, to consummate the transactions contemplated by this Agreement, and to perform its obligations under this Agreement;

**4.3** The execution, delivery and performance of this Agreement have been duly authorized by all necessary action and do not require any consent or approval that has not been validly and lawfully obtained, and the execution, delivery and performance of this Agreement requires no authorization, consent, approval, license, exemption of or filing or registration with any person or entity; and

**4.4** Neither the execution nor the delivery of this Agreement, nor the consummation or performance of the transactions contemplated hereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of any agreement or law; (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or result in the imposition or creation of any lien under, any agreement or instrument to which it is a party or by which the properties or assets of the Party are bound; (c) contravene, conflict with, or result in a violation of, any law; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Party; and

**4.5** Its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary or other appropriate action to execute this Agreement.

**5. COVID-19 DISCLAIMER.** District acknowledges and agrees that COVID-19 is highly contagious and dangerous and, by signing this Agreement and accepting Educator Candidates and Tutor/Proctor Candidates, District, irrevocably, knowingly and voluntarily, after considering all relevant risks, waives and forever relinquishes any claim relating to, concerning or arising out of or from the risk that representatives of the District, along with all students and personnel of the District, coming into contact with any other person may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. District understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of District, its representatives, students and personnel, including any Educator Candidates and/or Tutor/Proctor Candidates or such other persons exposed thereto and their families. District voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind. District hereby releases, covenants not to sue, discharges, and holds harmless HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to this Agreement and the Services. District understands and agrees that this release includes any claims based on the actions, omissions, or negligence of HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns, whether a COVID-19 infection occurs before, during, or after participation in any Services. District hereby expressly waives the benefit of any statute or rule of law that, if applied to this Agreement would otherwise exclude from its binding effect any claims not known by it to exist which arose prior to the signing of this Agreement. District acknowledges that it has read and fully understand the provisions of California Civil Code section 1542, which provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. District, being

Glendale Unified School

aware of said Code Section, hereby expressly waives, on behalf of itself and its affiliates, any rights and benefits that it may have under Section 1542 of the Civil Code to the full extent that it may lawfully waive such rights and benefits, and shall waive any rights and benefits it may have under any other statutes or common law principles of similar effect.



Glendale Unified School

**ATTACHMENT A**  
**STATEMENT OF WORK**

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

Contractor may provide the following General Services:

**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 February 1, 2021. 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.** 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 February 1, 2021; and (ii) proctor services for and on behalf of the District, including assignment for an exam on or about January 26, 2021. 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

Glendale Unified School

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.

Glendale Unified School

**SCHEDULE A**  
**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.

Glendale Unified School

**EXHIBIT "A"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

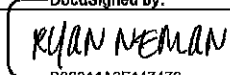
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 8/12/2021

Name of Contractor: HeyTutor, Inc.  
DocuSigned by:

Signature:   
B28911A6F147476...

Print Name and Title: RYAN NEMAN Founder

(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.)



Glendale Unified School

**EXHIBIT "B"**  
**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Patrick McClure

Title: Head of operations

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

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

Date: 8/12/2021

Name of Contractor or Company: HeyTutor, Inc.

Representative's Name and Title: RYAN NEMAN Founder

Signature:   
B26311A6F147476...



Glendale Unified School

**EXHIBIT**

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

The undersigned declares:

I am the Founder of HeyTutor, 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 Aug. 12 [date], at Los Angeles [city], California [state].

DocuSigned by:  
*RYAN NEMAN*

\_\_\_\_\_  
B26311A6F147476...

Signature

RYAN NEMAN

\_\_\_\_\_  
Print Name

Glendale Unified School

**EXHIBIT**

**TUBERCULOSIS CLEARANCE**

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

I am a representative of the HeyTutor, 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: 8/12/2021

Name of Contractor: HeyTutor, Inc.

Signature: DocuSigned by: RYAN NEMAN

Print Name and Title: RYAN NEMAN

**Services cannot be rendered until all documentation is submitted and final approval is received.**

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 21

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Memorandums of Understanding with Glendale Teachers Association regarding Summer School Salary and Compensation**

---

The Superintendent recommends that the Board of Education approve two Memorandums of Understanding between Glendale Unified School District and the Glendale Teachers Association regarding Summer School Salary and Compensation.

On July 29, 2021, representatives from the Glendale Unified School District (GUSD) and the Glendale Teachers Association (GTA) reached a tentative agreement regarding the summer school programs. The key terms of the agreement are as follows:

1. The Summer School Salary Schedule affecting unit members who voluntarily participated in Secondary Summer School, Camp EXCEL, CampPalooza, and/or Extended School Year Programs as referenced in Appendix D and Appendix M and counselors who, by mutual consent with the site administrator, agree to add additional days of service at the rate referenced in Article 7 Section 11.d, shall be adjusted with a twenty percent (20%) increase for all participating unit members beginning June 14, 2021.
2. The EEELP/CDCC rate of pay in Appendix G and Appendix H shall be adjusted with a twenty percent (20%) increase for all EEELP/CDCC unit members with preschool or childcare assignments between March 15, 2021 and June 11, 2021.

This MOU shall expire in full without precedent on August 13, 2021.

Additionally, representatives from the Glendale Unified School District (GUSD) and the Glendale Teachers Association (GTA) reached a tentative agreement regarding the compensation as it pertains to additional duties related to COVID-19, the return to full in-person instruction, and/or any district-mandated curricular programs or schedules. The key terms of the agreement are as follows:

1. Exclusive of Summer-on-your-Own professional development, all unit members who attend District-approved training/professional development during non-contractual time shall be compensated at their contractual hourly rate as defined in Article 7, Section 1, c.
2. All unit members who provide workshop instruction for District-approved training/professional development during non-contractual time shall be compensated for preparing and presenting at their contractual hourly rate as defined in Article 7, Section 1, c. and will be given two hours of preparation time for each hour they present.
3. This agreement shall temporarily suspend compensation rates listed in Appendix F: Workshop Instruction, Categorical Project Instruction, Curriculum Development and Writing, and District Initiated Special Projects.
4. The rates of pay agreed upon in this MOU are strictly related to the additional funding for training due to COVID-19 and are not precedent setting.

This MOU shall expire in full without precedent on December 31, 2021. The Association and the District agree to return to the table no later than September 30, 2021 to negotiate extending this MOU by mutual written agreement.

***TO SUPPORT 2021-2022 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust academic and career technical education learning programs; and accelerate learning and improve attendance and engagement.***

***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 student, parent and family engagement opportunities.***

***TO SUPPORT 2021-2022 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; maintain best practices for ensuring safe and healthy learning environments; and support physical, social, and emotional wellbeing.***

Memorandum of Understanding  
Between  
Glendale Teachers Association  
And  
Glendale Unified School District

The Glendale Teachers Association (GTA) and the Glendale Unified School District (District), together referred to below as "the Parties", enter into the following Memorandum of Understanding (MOU) related to summer school programs.

To accelerate student progress and close any learning gaps resulting or widening from the COVID-19 pandemic, Glendale Unified plans to implement a robust in-person summer program expanding its regular summer programs to include elementary students and additional enrichment opportunities for middle and high school students.

To effectively expand learning opportunities with a focus on social-emotional well-being by opening Glendale Unified campuses to in-person learning and activities to create a safe space for Glendale Unified students, Glendale Unified agrees to compensate participating GTA unit members with an increased summer hourly rate for the 2021 summer as follows:

- a) The Summer School Salary Schedule affecting unit members who voluntarily participated in Secondary Summer School, Camp EXCEL, CampPalooza, and/or Extended School Year Programs as referenced in Appendix D and Appendix M and counselors who, by mutual consent with the site administrator, agree to add additional days of service at the rate referenced in Article 7 Section 11.d, shall be adjusted with a twenty percent (20%) increase for all participating unit members beginning June 14, 2021 and
- b) The EEELP/CDCC rate of pay in Appendix G and Appendix H shall be adjusted with a twenty percent (20%) increase for all EEELP/CDCC unit members with preschool or childcare assignments between March 15, 2021 and June 11, 2021.

This non-precedent setting side letter shall be effective upon signing and shall be implemented according to the terms above. This side letter shall expire on August 13, 2021.

All components of the current Glendale Unified/GTA Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this side letter.

This side letter shall be subject to Article 6 (Grievance Procedures) in the Collective Bargaining Agreement.

Sarah Morrison 7-27-2021  
Ms. Sarah Morrison, GTA Date

Dr. Darneika Watson 8/2/21  
Dr. Darneika Watson, GUSD Date

Memorandum of Understanding  
Between  
Glendale Teachers Association  
And  
Glendale Unified School District

The Glendale Unified School District (the "District") and the Glendale Teachers Association (the "Association") jointly known as the parties, enter into this Memorandum of Understanding regarding compensation as it pertains to additional duties related to COVID-19, the return to full in-person instruction, and/or any district-mandated curricular programs or schedules.

1. Exclusive of Summer-on-your-Own professional development, all unit members who attend District-approved training/professional development during non-contractual time shall be compensated at their contractual hourly rate as defined in Article 7, Section 1, c.
2. All unit members who provide workshop instruction for District-approved training/professional development during non-contractual time shall be compensated for preparing and presenting at their contractual hourly rate as defined in Article 7, Section 1, c. and will be given two hours of preparation time for each hour they present.
3. This agreement shall temporarily suspend compensation rates listed in Appendix F: Workshop Instruction, Categorical Project Instruction, Curriculum Development and Writing, and District Initiated Special Projects.
4. The rates of pay agreed upon in this MOU are strictly related to the additional funding for training due to COVID-19 and are not precedent setting.

This MOU shall take effect on August 2, 2021 and expire in full without precedent December 31, 2021. The Association and the District agree to return to the table no later than September 31, 2021 to negotiate extending this MOU by mutual written agreement.

Sarah Morrison  
Sarah Morrison, GTA

7-29-2021  
Date

Darrelka Watson  
Darrelka Watson, GUSD

8/2/21  
Date

GLENDALE UNIFIED SCHOOL DISTRICT

August 31, 2021

CONSENT CALENDAR NO. 22

TO: Board of Education  
FROM: Dr. Vivian Ekchian, Superintendent  
SUBJECT: **Acceptance of Gifts**

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

- a. Paul Clarkson wishes to donate art supplies to the District to be used in Julianna Chavez's 1<sup>st</sup> grade class at Cerritos Elementary School.
- b. Yates Chandler wishes to donate to the District \$100.00 to purchase graduation programs for use at Daily High School.
- c. Mountain Avenue Committed to Kids wishes to donate to the District \$5,160.00 to purchase Renaissance Accelerated Reader Software for use at Mountain Avenue Elementary School.
- d. Mountain Avenue Committed to Kids wishes to donate to the District \$5,419.74 to purchase office materials and equipment for use at Mountain Avenue Elementary School.
- e. Mountain Avenue Committed to Kids wishes to donate to the District \$5,250.00 to purchase IXL Learning Online software for use at Mountain Avenue Elementary School.
- f. Mountain Avenue Committed to Kids wishes to donate to the District \$527.00 to purchase World Book, Inc., Online Software to be used at Mountain Avenue Elementary School
- g. W.A.V.E. Foundation wishes to donate to the District \$9,120.00 to reimburse Care Counselor, Cathy Miles at Verdugo Woodlands Elementary School.