

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

BOARD OF EDUCATION
AGENDA

September 12, 2023
Meeting No. 5
Regular Meeting

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

BOARD OF EDUCATION MEETING NO. 5
Administration Center

September 12, 2023

“Preparing our students for their future.”

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

Please Note Times	
5:00 P.M. -	Opening, Presentations Organization Partner Communications Public Communications
	Closed Session
7:30 P.M. -	Return to Meeting Information, Action, Consent Calendar, Reports

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

AGENDA

ITEM

PAGE

A. OPENING – 5:00 P.M.

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

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

- 4. Approval of Agenda Order**

B. PRESENTATIONS

1. Suicide Prevention Week/Month

September is National Suicide Prevention Month, and Suicide Prevention Week is September 10-16, 2023. Dr. Narineh Khemichian will discuss the GUSD's efforts to increase awareness and support youth and families.

2. Attendance Awareness Month

Regular attendance fosters a classroom community between teachers and children. Students who attend school are more likely to succeed academically. Students gain background knowledge from discussions while learning in school. Attending school also provides time for social interactions with peers.

3. Hispanic Heritage Month

Each year, we observe Hispanic Heritage Month, sometimes referred to as Latinx Heritage Month, from September 15 to October 15, by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America.

C. COMMUNICATION FROM ORGANIZATION PARTNERS

1. Glendale Teachers Association
2. Glendale Schools Management Association
3. Glendale Council Parent Teacher Association

D. COMMUNICATIONS FROM THE PUBLIC

1. ADDRESSING THE BOARD OF EDUCATION – An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Instructions for public communication are included below. Not more than three minutes may be allotted to each speaker and no more than 21 minutes to each subject, except by unanimous consent of the Board of Education. A speaker's allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review. A student's parent/guardian, or a student if age 18 or older, may request that the minutes exclude the student's directory information, as defined in Education Code 49061, or a parent/guardians' personal information, as defined in Education Code 49073.2. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. Glendale Unified School District will provide accommodations, with reasonable advance notice, for any individual with a disability or any individual requiring translation needing to address the Board of Education during Public Communication. Please contact the Glendale Unified Public Information Office at (818) 241-3111 x1218 or publicinfo@gusd.net at least 24 hours before the start of the meeting to request.

Instructions for Public Communication

1. Visitors wishing to speak during public communication may complete one (1) comment card. On the public comment card, a speaker may identify multiple agenda items or items relevant to the business of the Board about which they intend to speak within the allotted amount of time. Comment card must include a specific agenda item/subject or a non-agenda item.
2. Comment cards for public communication will be available outside of the District office board room shortly before the start of the public meeting. Once the meeting begins, no cards will be accepted. Comment cards should be given to a designated staff member.
3. After a speaker completes their public comment or if the time allotted has been reached the speaker will be asked to return to their seat.

E. CLOSED SESSION

1. **Public employee appointment/employment pursuant to Government Code §54957
Title: Superintendent**
2. **Personnel matters relating to the appointment, employment or evaluation of school based and non-school based district management positions pursuant to Government Code §54957**
3. **Conference with Legal Counsel-Existing litigation pursuant to Government Code Section §54956.9 (d)(1): JLI Case No. 19STCV22935**
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**

F. RETURN TO REGULAR MEETING

G. INFORMATION

1. **Summary of Revenue and Expenditures for 2022-23 (Unaudited Actuals) and 2023-24 Budget to Reflect the Related Technical Corrections (Refer to Action Report No. 1)** **14**

Education Code 42100 requires the governing board of each school district to provide the county office of education a report of all revenues and expenditures for the preceding fiscal year. This report must also include any resulting corrections to the 2023-24 adopted budget. Although the prior fiscal year formally ended on June 30, final accounting tabulations are not generally completed by the District and the Los Angeles County Office of Education (LACOE) until the end of August.

2. **2023 CAASPP and CAST Results** **15**

This report is to provide an update on the 2022-23 California Assessment of Student Performance and Progress (CAASPP) and California Science Test (CAST) assessment results.

3. **School Library Books Challenge Update Report** **18**

This report outlines the measures being taken in response to questions raised regarding how books are selected to be included in school libraries. The objectives of these measures are to ensure a standardized and fair process for selecting and reviewing library materials, while upholding the principles of diversity, inclusivity, and academic freedom.

4. **Proposed Revisions to Board Policy 5127 – Graduation Ceremonies and Activities** **22**

This report provides the Board of Education with information on the need to revise existing Board Policy (BP) 5127 (Graduation Ceremonies and Activities) to align to current practice and comply with Education Code and federal and state laws.

5. **Student Enrollment Data for 2023-2024** **29**

This report will provide the Board of Education with current student enrollment data compared to last year, as well as enrollment trends for this year.

G. INFORMATION-continued

6. Proposed Revisions to Course of Study Outlines for Use in Middle and High Schools in the Area of World Languages and Cultures 32

The proposed revised course of study outlines (French Language and Culture 1-2, French Language and Culture 3-4, French Language and Culture 5-6, Spanish Language and Culture 1-2, Spanish Language and Culture 3-4, and Spanish Language and Culture 5-6) are submitted for review and discussion by the Board of Education. The revised course outlines have been reviewed for content and evaluated by the members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

7. Board of Education – District Related Committee, Organization, and Legislative Assignments 72

Each year, the Board President assigns Board members to various committees and other representative functions. Attached is the final list of board assignments, which will be in effect through July 2024.

8. Acknowledgements of Service 74

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

H. ACTION

1. Summary of Revenue and Expenditures for 2022-23 (Unaudited Actuals) and Technical Corrections to the 2023-24 Adopted Budget 77

The Interim Superintendent recommends that the Board of Education approve the unaudited summary of District revenue and expenditures for 2022-23 and resulting technical corrections to the 2023-24 adopted budget.

2. Approval of Agreement with CDW to Renew Google Workspace for Education Plus Subscription 82

The Interim Superintendent recommends that the Board of Education approve an agreement with CDW in the amount of \$97,094.13 for the subscription renewal of Google Workspace for Education Plus Subscription for Gmail, Classroom, Security Center, Meet, and Originality Reports.

3. Approval to Use the CMAS Contract No. 4-20-00-013A for the Purchase and Installation of Synthetic Turf from Asphalt, Fabric and Engineering, Inc., DBA AFE Sports at Glendale High School 89

The Interim Superintendent recommends that the Board of Education approve the purchase and installation of synthetic turf with Asphalt, Fabric and Engineering Inc., DBA AFE Sports using the CMAS Contract, Contract No. 4-20-00-013A for Glendale High School in the amount of \$1,086,311.

H. ACTION-continued

- 4. Approval of Budget Adjustment for the Rosemont Middle School HVAC Project 90**

The Interim Superintendent recommends that the Board of Education approve a budget adjustment for the Rosemont Middle School HVAC project in the amount of \$700,000 funded by Measure S funds.
- 5. Approval of Services Agreement with Covelo Group, Inc. for Nursing Services 91**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Covelo Group, Inc. to provide nursing services for the 2023-2024 school year at various school sites.
- 6. Approval of Agreement with Vital Healthcare, Inc. for Nursing Services 111**

The Interim Superintendent recommends that the Board of Education approves a Services Agreement between Glendale Unified School District and Vital Healthcare, Inc. to provide licensed vocational nurses or registered nurses as needed for coverage in school health offices during the 2023-2024 school year.
- 7. Approval of College Board Contract Renewal for 2023-2024 130**

The Interim Superintendent recommends that the Board of Education approve a contract between the College Board and Glendale Unified School District in the amount of \$46,711.80 (actual total to be based on enrollment) for the Preliminary SAT/National Merit Scholarship Qualifying Test Early Participation Program in the 2023-2024 school year.
- 8. Agreement for Contract No. CCTR—3108, Amendment 01, with the California Department of Social Services, for Child Care and Development Services for the 2023-2024 School Year 147**

The Interim Superintendent recommends that the Board of Education enter into a local agreement for Child Development Services with the California Department Social Services and accept funds for these services in the amount of \$3,094,303. This contract provides funds for subsidized child care for the 2023-2024 school year.
- 9. Approval of Services Agreement with Hey Tutor, Inc. 148**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between the Glendale Unified School District and HeyTutor, Inc. to provide support to the Child Development and Child Care program not to exceed a total of \$2,017,875 for the 2023-2024 school year.
- 10. Acceptance of ARPA Stipend Funding from the California Department of Social Services for Child Care Services 174**

The Interim Superintendent recommends that the Board of Education accept one-time funds in the amount of \$195,286 for subsidized child care services from the California Department Social Services. This funding comes as a result of the American Rescue Plan Act (ARPA) that addresses children care hardships caused by the COVID-19 pandemic.

H. ACTION-continued

- 11. Acceptance of the Middle College Early College Grant 175**
- The Interim Superintendent recommends that the Board of Education accept the Middle College Early College Grant for Glendale and Hoover High Schools in the amount of \$250,000.
- 12. Acceptance of the College and Career Pathways Grants 177**
- The Interim Superintendent recommends that the Board of Education accept the College and Career Pathways (CCAP) Grants for Allan F. Daily High and Verdugo Academy in the amount of \$100,000.00 for each school.
- 13. Approval of Capturing Kids’ Hearts Foundation Grant and Approval of Agreement 179**
- The Interim Superintendent recommends that the Board of Education accept the Capturing Kids’ Hearts Foundation Grant in the amount of \$20,000 and approve an agreement to utilize the funds to provide comprehensive ongoing support to five participating schools with Capturing Kids’ Hearts Campus Premium subscriptions.
- 14. Request for Provisional Internship Permit for the 2023-2024 School Year 191**
- The Interim Superintendent recommends that the Board of Education approve the hiring of Maria Nikolopoulos on a Provisional Internship Permit based on an insufficient number of fully credentialed teachers who meet the District’s employment criteria for the needed position.
- 15. Variable Term Waiver Request for Bilingual Crosscultural, Language and Academic Development (BCLAD) for the 2023-2024 School Year 193**
- The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for Nicolle Patricia Grierson on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District’s employment criteria for the needed position.
- 16. Variable Term Waiver Request Basic Skills Test (CBEST) for the 2023-2024 School Year 195**
- The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for the hiring of Nicole Patricia Grierson on waiver permit based on an insufficient number of fully credentialed teachers who meet the District’s employment criteria for needed position of Teacher, Elementary School, Dual Language Immersion French.
- 17. Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2023-2024 School Year 197**
- The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for the hiring of Steven Duran on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District’s employment criteria for the needed positions.

H. ACTION-continued

18. Variable Term Waiver Request for Elementary Multiple Subjects Program for the 2023-2024 School Year 199

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for the hiring of Nicolle Patricia Grierson on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position of Teacher, Elementary School, Dual Immersion French.

19. Request for District Intern Credential for the 2023-2024 School Year 201

The Interim Superintendent recommends that the Board of Education ratify the District Intern Credential for the hiring of Andrea Duran based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

20. Approval of Amended Agreement with the Los Angeles County Sheriff's Department for Law Enforcement Services for the 2023-24 School Year 203

The Interim Superintendent recommends that the Board of Education approve an amended agreement with the Los Angeles County Sheriff's Department to increase the amount of the existing agreement by \$16,772.00. The agreement provides law enforcement services, which include, but are not limited to, a School Resource Deputy (SRD) at Rosemont Middle School and Crescenta Valley High School.

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 206

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

- a. Regular Meeting No. 2 August 8, 2023
- b. Special Meeting No. 3 August 22, 2023
- c. Special Meeting No. 4 September 5, 2023

2. Certificated Personnel Report No. 3 231

The certificated report recommends approval of the following:

Maternity leaves of absence, change of maternity leaves of absence, a child care leave of absence, parental leaves of absence, a change of parental leave of absence, health leaves of absence, an extension of health leave of absence, family & medical leaves of absence, a change of family & medical leave of absence, extension of family & medical leaves of absence, a home responsibility leave of absence, additional assignments, a release - temporary employee, a change of management position, a voluntary decrease in assignment, a voluntary increase in assignment, an election to management position, elections, elections hourly/daily, additional compensation, transportation authorizations, revision to previous personnel reports, personal services agreements and conference/workshop/meeting authorizations.

I. CONSENT-continued

- 3. Classified Personnel Report No. 3 311**
- The classified report recommends approval of the following:
Medical leave of absence; extension of medical leave of absence; extension of family & medical leave of absence; parental leave of absence; unpaid home responsibility leave of absence; election from eligibility list; reinstatement; termination – exhaustion of benefits; additional assignments; change of assignments; revisions to previous board report; election of classified hourly substitutes; election of classified/non classified hourly substitutes; personal services agreement; and transportation authorization.
- 4. Warrants 349**
- The Interim Superintendent recommends that the Board of Education approve Warrants totaling \$19,567,743.46 for August 1, 2023 through August 31, 2023.
- 5. Purchase Orders 354**
- The Interim Superintendent recommends that the Board of Education approve Purchase Orders totaling \$19,353,339.51 for the period of July 31, 2023 through August 25, 2023.
- 6. Appropriation Transfer and Budget Revision Report 393**
- 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. Authorization to Dispose of Surplus Property 398**
- The Interim Superintendent recommends that the Board of Education declare a reach-in refrigerator at Valley View Elementary School as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.
- 8. Adoption of Sourcewell Cooperative Purchasing Group Piggybackable Contracts for the Purchase of Equipment, Materials, Services, and Supplies 399**
- The Interim Superintendent recommends that the Board of Education approve adoption of the Sourcewell Cooperative Purchasing Group Piggybackable Contracts for the purchase of equipment, materials, services and supplies for the 2023-24 school year.
- 9. Approval of Funding Redistribution for Safety and Security, Phase II Projects 400**
- The Interim Superintendent recommends that the Board of Education approve a funding redistribution for the Safety and Security, Phase II Projects.
- 10. Adoption of Piggybackable Contracts for Kitchen Equipment, Materials & Supplies 401**
- The Interim Superintendent recommends that the Board of Education approve adoption of piggybackable contracts for the purchase of equipment, materials, and supplies for the 2023-2024 school year.

I. CONSENT-continued

- 11. Acceptance of Armored Transportation Services Agreement with Fortress Armored Services Company for the 2023-2024 School Year 402**
- The Interim Superintendent recommends that the Board of Education approve the armored transportation services agreement with Fortress Armored Services Company for the 2023-2024 school year.
- 12. Acceptance of the School Breakfast & Summer Meal Programs Start-up & Expansion Grant 422**
- The Interim Superintendent recommends that the Board of Education accept the School Breakfast and Summer Meal Programs Start-up and Expansion Grant award for \$37,500.
- 13. Approval of the Consolidated Application (ConApp) for Federal Programs Under the Consolidated Application and Reporting System (CARS) for 2023-2024 423**
- The Interim Superintendent recommends that the Board of Education approve the Consolidated Application (ConApp) for federal programs under the Consolidated Application and Reporting System (CARS) for 2023-2024.
- 14. Approval of the Services Agreement between Glendale Unified School District and California Dance Institute 430**
- The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and California Dance Institute to promote social and emotional development to students at Jefferson Elementary School in the amount of \$29,040.
- 15. Approval of Services Agreement with Mobile Ed. Productions 452**
- The Interim Superintendent recommends that the Board of Education approve a Services Agreement with Mobile Ed. Productions in the amount of \$20,925 for anti-bullying performances at 15 elementary schools for students enrolled in CDCC Programs.
- 16. Approval of Supplementary Textbooks for Use in Elementary Schools in the Area of Dual Language Immersion for German Instruction 472**
- The Interim Superintendent recommends that the Board of Education approve elementary supplemental textbooks: Ich Kann Lesen 4 (Translation: I Can Read 4); Ich Kann Rechtschreiben 3 (Translation: I Can Spell 3); and Ich Kann Lesen 5 (Translation: I Can Read 5) for use in the area of dual language immersion for German instruction
- 17. Approval of Services Agreement Between Glendale Unified School District and Bloom Arts Foundation for Fremont Elementary School 474**
- The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Bloom Arts Foundation in an amount not to exceed \$24,960 to provide music enrichment instruction for all students at Fremont Elementary School, to be funded by donations from the school's foundation.

I. CONSENT-continued

- 18. Approval of Services Agreement between Glendale Unified School District and PlanetBravo, LLC for La Crescenta Elementary School 505**

The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and PlanetBravo, LLC in the amount of \$26,000 to provide technology instruction for students at La Crescenta Elementary School.

- 19. Approval of Supplementary Textbooks for Use in High Schools in the Area of World Languages and Cultures 527**

The Interim Superintendent recommends that the Board of Education approve supplementary textbooks (Vor uns das Meer and Der Geruch von Wut) for use in high schools in the area of World Languages and Cultures.

- 20. Approval of HMH Professional Learning Services for New Curriculum Language Launch for Middle and High School Emerging ELD Teachers and Site Specialists 529**

The Interim Superintendent recommends the approval of the contract with Houghton Mifflin Harcourt in the amount of \$19,500, funded by the Educator Effectiveness Grant, to provide one year of professional development during the 2023-24 school year for Emerging ELD teachers at the middle and high schools.

- 21. Approval of Memorandum of Understanding Between Glendale Community College District and Glendale Unified School District for the California Adult Education Program Consortium 554**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between the Glendale Unified School District and Glendale Community College District for the California Adult Education Program Consortium. The designated officials from the region will work towards implementing the regional plan for adult education.

- 22. Approval of Memorandum of Understanding Between Glendale Community College District and the Foothill Special Education Local Planning Area for the California Adult Education Program Regional Consortium 558**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between Glendale Community College District and the Foothill Special Education Local Planning Area for the Adult Education Program to collaborate and improve access and delivery of adult education.

- 23. Approval for Purchase of New Assessment Tests for Dual Language Immersion Programs Through Avant Assessment, LLC 562**

The Interim Superintendent recommends the Board of Education approve the purchase of new assessment tests through Avant Assessment, LLC in the amount of \$28,457 to measure yearly target language proficiency for 3rd through 8th grade students in the French, German, Japanese, Korean, and Spanish Dual Language Immersion Programs.

I. CONSENT-continued

- 24. Approval of Services Agreement Between Glendale Unified School District and School Shine 565**
- The Interim Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and School Shine in an amount not to exceed \$32,769.30 focused on enhancing school connectedness, trust, and understanding for students, parents, and families.
- 25. Approval of Services Agreement Between Glendale Unified School District and Target River 586**
- The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Target River in the amount of \$74,947.50 focused on boosting enrollment and promoting TK expansion, CTE programs, and community schools.
- 26. Agreement with University La Verne 608**
- The Interim Superintendent recommends that the Board of Education approve the Fieldwork Agreement between the Glendale Unified School District and the University of La Verne, Lafetra College of Education.
- 27. Agreement renewal with Raptor Technologies for Emergency Management System for GUSD Sites 622**
- The Interim Superintendent recommends that the Board of Education approve an agreement renewal with Raptor Technologies to provide The Raptor Emergency Management web-based program to better manage emergency drills and active incidents from November 01, 2023 through October 31, 2024 for a total cost of \$88,050.00 paid from district safety funds.
- 28. Agreement with Fagen Friedman & Fulfroost LLP to Provide Legal Services for the District for the 2023-24 School Year 625**
- The Interim Superintendent recommends that the Board of Education approve an agreement with Fagen Friedman & Fulfroost LLP to provide legal services for the District for the 2023-24 school year.
- 29. Reclassification of Student Records 626**
- The Interim Superintendent recommends that the Board of Education authorize the reclassification of the student records listed in this Board Report as Class 3 Records, not required by law to be neither retained nor worthy of further preservation by the school district.
- 30. Services Agreement Harmony Psychotherapy, Inc. for Tobacco Use Prevention Education (TUPE) Program for the 2023-24 School Year 630**
- The Interim Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Harmony Psychotherapy, Inc. to provide tobacco use prevention and cessation services to students at all nine (9) secondary (middle and high) schools within the District.

I. CONSENT-continued

- 31. Approval of Memorandum of Understanding Between Glendale Unified School District, Glendale Community College, and Reading & Math, Inc., DBA Ampact 651**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between the Glendale Unified School District, Glendale Community College, and Reading & Math, Inc., DBA Ampact to provide reading intervention support to Gr. K-3 students at 13 GUSD elementary school sites.

- 32. Approval of Community Partnership Between Glendale Unified School District and Homenetmen Glendale Ararat for an ASES Program at Wilson Middle School 665**

The Interim Superintendent recommends that the Board of Education enter into a local agreement with Homenetmen Glendale Ararat to operate an ASES Program on campus at Wilson Middle School for the 2023-2024 school year.

- 33. Approval of Community Partnership Between Glendale Unified School District and YMCA of the Foothills for Child Care 679**

The Interim Superintendent recommends that the Board of Education enter into a local agreement with the YMCA of the Foothills to provide child care on campus at Dunsmore and Mountain Avenue Elementary Schools for the 2023-2024 school year.

- 34. Acceptance of Gifts 693**

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

- 35. Rejection of Claim 694**

The Interim Superintendent recommends that the Board of Education reject Claim #013-0000438, and refer the claim to the District's claim administrator for processing in accordance with applicable laws.

J. REPORTS AND CORRESPONDENCE

- 1. Board**
- 2. Superintendent**

K. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

PREPARED BY: Karineh Savarani, Director, Financial Services
Craig Larimer, Financial Analyst

SUBJECT: **Summary of Revenue and Expenditures for 2022-23 (Unaudited Actuals) and 2023-24 Budget to Reflect the Related Technical Corrections (Refer to Action Report No. 1)**

Education Code 42100 requires the governing board of each school district to provide the county office of education a report of all revenues and expenditures for the preceding fiscal year. This report must also include any resulting corrections to the 2023-24 adopted budget. Although the prior fiscal year formally ended on June 30, final accounting tabulations are not generally completed by the District and the Los Angeles County Office of Education (LACOE) until the end of August.

Unrestricted General Fund

In the 2023-24 June Budget Adoption, the projected Ending Fund Balance for 2022-23 was \$18.2 million, of which \$1 million was unassigned. The projected Ending Fund Balance did not include a projection for all carryovers or reserves. The 2022-23 Ending Fund Balance, when we closed the books, was \$19 million, of which \$0.4 million is committed.

The Information Report will include a brief presentation to review the 2022-23 Unaudited Actuals Report

TO SUPPORT 2023-2024 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

September 12, 2023

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Stepan Mekhitarian, Director, Innovation, Instruction, Assessment & Accountability

SUBJECT: 2023 CAASPP and CAST Results

This report is to provide an update on the 2022-23 California Assessment of Student Performance and Progress (CAASPP) and California Science Test (CAST) assessment results.

During the 2022-23 academic year, students took the annual CAASPP and CAST. The CAASPP measures English Language Arts (ELA) and Mathematics proficiency in grades 3 – 8 and 11th, while the CAST measures science proficiency in grades 5, 8 and once in high school (11th grade for GUSD). CAASPP assesses mastery of the California State Standards in English Language Arts and Mathematics, while the CAST assesses mastery of the Next Generation Science Standards. Newcomers who have been in the country for less than a year are exempt from the English Language Arts portion of the CAASPP for one year.

While all scores have not been released, the California Department of Education (CDE) shared that they plan an embargoed preview of the full set of data in October. They also noted that while scores continue to be updated daily, most of what is still being processed are students who did not test at all and exceptions, such as when a student tested in two different grades. Therefore, aggregate results are not likely to change much. The CDE confirmed that the aggregate data will remain mostly static from this point on and that districts are allowed to share the partial results for purposes of local planning.

Results

Students receive one of four scores:

- Standard Exceeded
- Standard Met
- Standard Nearly Met
- Standard Not Met

The Standard Exceeded and Standard Met percentages are added together to show each school’s and district’s performance. With approximately 95% of scores released, below are the CAASPP and CAST results for 2022-23 and previous years for comparison. The tests for 2022-23 and 2021-22 follow a revised and shortened version of the assessments that were put in place post-pandemic. There was a pause in districtwide testing in 2019-20 and 2020-21 due to the COVID-19 pandemic. The 2018-19 results are included for comparison to pre-pandemic performance levels.

Year-to-Year Comparison

% Met or Exceeded	2022-23	2021-22	2018-19
CAASPP (ELA)	62%	59%	62%
CAASPP (Math)	53%	51%	54%
CAST	42%	40%	37%

Results by Student Group

% Met or Exceeded	All	English Learners	Foster Youth	Homeless	Low SES
CAASPP (ELA)	62	15	25	37	50
CAASPP (Math)	53	21	19	35	41
CAST	42	2	0	18	29

Results by Grade Level

% Met or Exceeded	3 rd	4 th	5 th	6 th	7 th	8 th	11 th	All
CAASPP (ELA)	62	63	62	62	59	61	63	62
CAASPP (Math)	67	64	50	56	50	44	41	53
CAST	-	-	45	-	-	38	43	42

Analysis

The ELA, Math, and Science performance all increased in 2022-23 compared to the prior year, with ELA matching the performance level of 2019 and Science results exceeding those of pre-pandemic levels by five percentage points. This shows that the District is quickly increasing achievement levels after the challenges of the pandemic and is on a trajectory of improved performance, particularly in science.

Next Steps

The District team is meeting with school leadership teams to review CAASPP and CAST results and to assist in planning next steps. These meetings include incorporating the findings into their schoolwide cycle of inquiry process by identifying specific students who need additional support and developing strategies to address them.

Schools continue to gather formative data on student mastery regarding CAASPP and CAST assessment topics through the use of CAASPP-aligned interim assessments for English Language Arts and Mathematics. In 2023-2024, Science interim assessments to prepare for the CAST will be offered by the state for the first time. These assessments provide insight into the CAASPP and CAST content, information about student performance on various topics, and opportunities to get acclimated with the testing format. Their continued use will serve as actionable checks for understanding that teachers can use to identify areas of focus to ensure all students are successful.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 3

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: School Library Books Challenge Update Report

Introduction

This report outlines the measures being taken in response to questions raised regarding how books are selected to be included in school libraries. The objectives of these measures are to ensure a standardized and fair process for selecting and reviewing library materials, while upholding the principles of diversity, inclusivity, and academic freedom.

Background

On June 1, 2023, California Governor, Gavin Newsom, Attorney General, Rob Bonta, and State Superintendent, Tony Thurmond, issued directives to public school districts regarding the handling of inquiries related to library materials. Their statement highlighted a trend, noting that within the first half of the current school year, 1,477 books had been prohibited nationwide, with educators and librarians facing legal consequences for the selection of certain texts. They emphasized that safeguarding access to literature, including works that portray the diverse experiences and viewpoints of Californians, even those that may challenge people’s comprehension of uncomfortable realities, is an essential liberty that demands protection and nurturing.

In California, Senate Bill 48, the 2011 FAIR (Fair, Accurate, Inclusive, and Respectful) Education Act, directs the accurate representation of the diversity of ethnic and cultural populations in the K-12 curriculum which includes:

- Both men and women
- Native Americans
- African Americans
- Mexican Americans
- Asian Americans
- Pacific Islanders
- European Americans
- Lesbian, Gay, Bisexual, and Transgender Americans
- Persons with Disabilities

Procedures and Recommendations

A review of current procedures revealed inconsistencies across GUSD sites in how library books were vetted and how concerns were addressed. The following recommendations have been made:

- **Standardized Process:** Implement a districtwide standardized process for reviewing and selecting library materials, ensuring adherence to District policies and regulations.
- **Elementary Library Opt-out Process:** Introduce an opt-out process allowing parents/guardians to decide whether their children can borrow books from school libraries. Students who opt out will engage in library activities without borrowing privileges.
- **Library Review Committees:** Establish separate elementary and secondary review committees consisting of representatives with expertise in assessing age-appropriateness, content standards, and developmental suitability.

Library Opt-Out Process

The new opt-out process offers parents/guardians the choice to restrict their children from borrowing books from school libraries. Parents/guardians can choose this option at any time by notifying the site principal in writing. Students who are opted-out will participate in library activities and lessons, with access to a selection of widely-accepted, age-appropriate books for reading during library visits. Staff recommends that school principals engage with the parents/guardians who have opted out to collaboratively select the monthly assortment of "widely-accepted, age-appropriate books." Additionally, if parents still have concerns, they are welcome to send their children to the library with their own chosen book for reading.

Library Review Committees

Elementary and secondary library materials will be reviewed by separate committees, ensuring expertise in assessing age-appropriateness, content standards, maturity levels, and developmental suitability of materials. Each Review Committee will be led by the Executive Director of Elementary or Secondary and will include:

- 1-2 representatives from GUSD Teaching and Learning
- 1-2 school site administrators
- 4-5 teachers

- 3 parents of current students
- 1-2 library technicians/library assistants
- 2 high school students (Student Advisory Council)

The Review Committee will ensure a comprehensive assessment of library materials for different age groups. These committees will be established annually at the beginning of each school year, with school site administrators, teachers, parents, library technicians/library assistants, and students serving for one-year terms. Diverse representation will be ensured by randomly selecting participants from a pool of interested representatives. On September 13, 2023, an invitation will be sent to teachers and parents/guardians inviting them to participate.

Review Processes

Review Procedure for Adding Books to the Libraries: School sites have the option to acquire and include new titles in their libraries if these titles are featured on the California Department of Education (CDE) Recommended Literature Lists. For books not included on the CDE Recommended Literature Lists, a Formal Review Process is recommended.

Informal Review Process: Concerned students or parents of current students should report their concerns to their school principal. The principal or designated staff member will provide information about the school's selection process, and educational value material. If a complainant is unsatisfied with the information provided to them and chooses to continue to a formal review, the school principal will provide them with the necessary forms and guidelines.

Formal Review Process: The complainant must complete the Request to Review Library Materials form and cite page numbers and give specific information in the material that supports their objection. The Executive Director for the appropriate level will oversee the process, involving the review committee.

Criteria for Review: The review committee will assess contested materials against various criteria, including: alignment with California Education Codes 60040-60043, Board Policy/Administrative Regulation 6163.1, and Senate Bill 48 (FAIR Education Act), to ensure accuracy, depiction of diversity, content standards, and age-appropriateness.

Appeals and Final Decision: The complainant has the right to appeal the committee's decision to the Superintendent. The Superintendent's decision will be final. Once the

committee's evaluation concludes, the reviewed material will not be subject to further review for five years.

Conclusion

These measures aim to address questions regarding library materials by establishing a transparent and standardized process for selecting, reviewing, and accessing books. The involvement of various stakeholders ensures diverse perspectives and responsible decision-making. Upholding principles of inclusivity, academic freedom, and educational standards is paramount in providing students with a rich and balanced reading experience.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Chris Coulter, Executive Director, Secondary Instruction

SUBJECT: Proposed Revisions to Board Policy 5127 – Graduation Ceremonies and Activities

This report provides the Board of Education with information on the need to revise existing Board Policy (BP) 5127 (Graduation Ceremonies and Activities) to align to current practice and comply with Education Code and federal and state laws.

BP 5127 – Graduation Ceremonies and Activities

CSBA Update: March 2019
Last GUSD Update: August 2019

Staff is recommending the Board update Board Policy (BP) 5127 to reflect the change in practice at all GUSD high schools away from only recognizing a Valedictorian and Salutatorian to recognizing more students with the more comprehensive Latin honors system of Cum Laude, Magna Cum Laude, and Summa Cum Laude. The appeal process for students at risk of not participating in the middle school promotion ceremony is also included in this update to align with Administrative Regulation (AR) 6146.5, which was amended in April of 2023.

The revised Board Policy is presented to the Board of Education for first reading. Should the consensus be to move forward, the policy will be placed on the Board agenda for approval on September 26, 2023.

A copy of the proposed revised Board Policy is attached to this memo.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

Glendale Unified School District
Information Report No. 4
September 12, 2023
Page 2

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

Students - Progress

Graduation Ceremonies and Activities

Graduation exercises shall be held to recognize those students who have successfully completed the requirements for high school graduation. Promotion activities for fifth, sixth and eighth graders may be held in accordance with the procedure outlined below.

A. Grade 5 or 6

1. If recognition is to be given to fifth or sixth grade students, it should be given during school time.
2. Fifth or sixth grade students may be allowed to have a picnic or similar function at promotion time. It may commence at the end of the regular or minimum school day and shall be considered a field trip if the students leave the school grounds. If the students leave the school grounds, the activities shall subscribe to all District field trip policies and requirements, including approval from the office of Educational Services.
3. For promotion activities not qualifying under the foregoing regulations, special approval must be secured from the office of Educational Services.

B. Participation in Promotional Exercises - Grade 8

In order to participate in the school's eighth grade recognition program, a student must:

1. Earn 100 credits as per Board Policy 6146.5 and Administrative Regulations 6146.5.
2. Receive no more than two Fs in the second semester of the eighth grade year on the semester report card.
3. Receive no more than four unsatisfactory (U) citizenship grades during the eighth grade year on the semester report cards. No more than two unsatisfactory citizenship grades can be received in the second semester of the eighth grade year.

Students who are at risk of not promoting based on the above criteria will be notified along with their parents/guardians within three weeks after the end of the 3rd quarter. Students and/or parents/guardians may submit an appeal letter to include explanations of extenuating circumstances that may have impacted the student meeting the criteria for promotion. The appeal letter must be received by the school site no later than 3 school days prior to the

Students - Progress

Graduation Ceremonies and Activities

date of promotion. A school site committee will review the appeal letters and make a determination on whether or not the student will participate in the promotion ceremony.

C. Participation in Commencement Activities - High School

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying District standards, and passing any required assessments. The Board of Education believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

Participation in high school commencement activities is an earned privilege. In order for twelfth grade students to be eligible for participation in such activities at the end of the school year, the following criteria will be met:

1. Successful completion of the requirements for high school graduation as specified in District Policy 6146.1.
2. Satisfactory citizenship in school and senior activities.
3. Enrollment in at least five classes each semester and earned at least 40 credits during the senior year unless the students has met graduation requirements at the end of the first semester and requests early graduation. This criteria applies to students graduating from the District's comprehensive high schools.

Special education students who have completed their high school experience, participated in the instruction as prescribed in their individual education program and individualized transition plan shall be eligible to participate in graduation ceremonies and related activities.

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet District graduation requirements in order to participate in graduation ceremonies including being

Students - Progress

Graduation Ceremonies and Activities

enrolled in the school in the semester the graduation ceremonies are being held.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or District shall not sponsor other ceremonies or programs for graduates that include prayer.

D. Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). ~~Valedictorian(s) and salutatorian(s) shall be selected based on the Latin Honors system established criteria and procedures that use multiple measures of academic performance.~~ The weighted cumulative grade point average (GPA) reported on the student transcripts in grades nine through eleven and the first semester of grade twelve (7 semesters) will be used to determine the final level of distinction according to the following criteria:

- o Cum Laude: Cumulative Weighted GPA of 3.5 - 3.99
- o Magna Cum Laude: Cumulative Weighted GPA of 4.0 - 4.199
- o Suma Cum Laude: Cumulative Weighted GPA of 4.2 and above

The Superintendent or designee shall identify other school-sponsored awards, which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

E. Graduation Attire

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

If cap and gowns are differentiated based on gender, students shall be allowed to wear the color of cap and gown that aligns to their gender identity or gender expression.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at his/her option, wear his/her military dress uniform at the ceremony. (Education Code 35183.3)

Students shall be permitted to wear tribal regalia or recognized objects of religious or

Students - Progress

Graduation Ceremonies and Activities

cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)

Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.

F. Disciplinary Considerations

1. Students are expected to comply with District and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.

During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.

High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.

Legal Reference: Education Code, Sections 35183.1; 35183.3; 38119; 48904; 51225.5; 51410-51413
Court Decisions:
Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293
Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290
Lee v. Weisman, (1992) 505 U.S. 577
Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863
Lemon v. Kurtzman, (1971) 403 U.S. 602

Rules Approved: 01/09/1961 (AR 5390)

Students - Progress

Graduation Ceremonies and Activities

Rules Revised: 06/04/1985; 12/02/1986; 05/21/1996; 03/07/2000; 05/16/2000;
06/06/2000

Policy Adopted: 01/14/2003 (BP 5127)

Policy Revised: 10/16/2007; 09/15/2015; 08/13/2019; --/--/2023

Formerly AR 5390

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 5

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Student Enrollment Data for 2023-2024**

Student Support Services, in collaboration with Educational Technology and Information Systems and the Business Office, is closely monitoring enrollment for the 2023-2024 school year. Total enrollment for GUSD as of 9/6/2023 is 25,014.

New Enrollment

Enrollment is handled at the individual school sites with the support of Student Support Services. In 2023-2024, GUSD enrolled 2,705 new students (as of 9/6/2023), compared to 2022-2023, 2021-2022, and 2020-2021 school years as follows:

- In 2020-2021 GUSD enrolled 2,570 new students.
- In 2021-2022 GUSD enrolled 2,730 new students.
- In 2022-2023 GUSD enrolled 2,875 new students.

The office of Student Support Services and school sites enroll new students on a daily basis. New students include families who are GUSD residents, but new to GUSD schools, as well as newly enrolled students on an interdistrict permit.

Interdistrict Permits

The Board of Education recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district. In these instances, a district may choose to offer the parents/guardians an interdistrict permit, which is a permit authorizing a student's attendance outside their district of residence upon approval of both the district of residence and the district of proposed attendance.

- Student Support Services approved 1440 permits for 2023-2024 school year (as of 9/6/2023)
- Of those, 401 permits were new to GUSD

Students Who Did Not Return to GUSD

615 students who were enrolled in the 2022-2023 did not return for the 2023-2024 school year. Parents can choose to not renew an interdistrict permit and the district can choose to release students based on attendance, behavior, and/or, in some cases, academic performance. The following chart shows what grade level the 2023-2024 students were in last school year, 2022-2023, when they attended GUSD schools.

2023-2024 Student Data																
Total Numbers of TK to 12 grade Students who were enrolled in GUSD in 22-23 who did not continue at GUSD in 23-24 or exited (as of 8/10/23)																
Reason for Drop if Known From Data Entered in Q by Sites	TK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total	Total Percent
Enrolled in Another Public CA School	7	25	16	23	22	12	27	24	17	46	46	42	34	2	343	55.77%
Enrolled in a Private CA School	0	1	0	5	3	1	6	11	3	12	9	4	6	2	63	10.24%
Enrolled Outside CA	3	8	10	5	9	5	2	3	6	2	2	4	3	0	62	10.08%
Moved to Another Country	1	1	3	7	4	3	8	7	9	6	9	7	4	1	70	11.38%
GUSD Residents, moved out of Glendale	4	3	3	5	9	3	3	4	1	1	1	0	0	0	37	6.02%
No Show, No Reason Stated	2	0	0	3	4	3	4	6	1	10	1	2	0	4	40	6.50%
Total	17	38	32	48	51	27	50	55	37	77	68	59	47	9	615	

Please note that numbers are subject to change as more families are contacted.

- 318 students of 615 total students who did not return to GUSD were in TK-6 during the 2022-2023 school year.
- 288 students from grades 7-11 left the District.
- 343 students enrolled in another California public school.
- 63 students left GUSD to attend private schools.
- 62 students moved to another state and 70 students moved to another country.

Comparing 22-23 to 23-24

Reason For Drop if Known	Total 22-23	Total 23-24	Total % 22-23	Total % 23-24
Enrolled in Another CA Public School	173	343	20.02%	55.77%
Enrolled in a CA Private School	63	63	7.29%	10.24%
Enrolled Outside of CA	59	62	6.83%	10.08%
Moved to Another Country	13	70	1.5%	11.38%
GUSD Resident, Moved out of Glendale	198	37	22.92%	6.02%
No Show, No Reason Stated	171	40	19.79%	6.50%
	677	615		

Next Steps

- Enrollment of new students is ongoing. This includes students who have moved into the GUSD attendance boundaries and students whose parents have requested interdistrict permits and can get releases from their districts of residence.
- Student Support Services staff is working on reviewing the data for students who left GUSD for other California public or private schools. Location of the school and the reason they left will be reviewed.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 6

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Proposed Revisions to Course of Study Outlines for Use in Middle and High Schools in the Area of World Languages and Cultures**

The proposed revised course of study outlines (French Language and Culture 1-2, French Language and Culture 3-4, French Language and Culture 5-6, Spanish Language and Culture 1-2, Spanish Language and Culture 3-4, Spanish Language and Culture 5-6) are submitted for review and discussion by the Board of Education. The revised course outlines have been reviewed for content and evaluated by the members of the World Languages & Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the revised course outlines to the Board of Education.

MIDDLE SCHOOLS and HIGH SCHOOLS

Department: World Languages and Cultures

Course Title: French Language and Culture 1-2

Course Code: 8114G2 / 8115G2 (middle school); 8112D / 8113D (high schools)

Grade Level(s): 8-12

School(s)
Course Offered: Eleanor J. Toll Middle School
Crescenta Valley High School
Herbert Hoover High School

UC/CSU Approved

(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: D'Accord! 1 (Vista Higher Learning)

Course Overview: French Language and Culture 1-2 is an introductory course meant to provide a foundation for novice-level reading, writing, listening, and speaking skills. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice proficiency level. Thematic units that draw from Francophone literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target cultures' communities including geography and societal practices from the present and the past. Units of study will highlight francophone school life, family structure, foods, pastimes, celebrations, clothing, and customs. Students will learn to comprehend and express themselves in spoken and written French. Students will be encouraged to converse in French in class and will read selected passages from French texts. At the end of the year, students will demonstrate skills in all modes of communication - reading, writing, listening, and speaking at a novice-mid level of proficiency.

Department: World Languages and Cultures

Course Title: French Language and Culture 3-4

Course Code: 8114D / 8115D

Grade Level(s): 9-12

School(s)

Course Offered: Crescenta Valley High School
Herbert Hoover High School

UC/CSU Approved
(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended
Prerequisite: French Language and Culture 1-2 or equivalent
Student may be admitted upon assessment and/or recommendation

Recommended
Textbook: D'Accord! 2 (Vista Higher Learning)

Course Overview: French Language and Culture 3-4 is a second year course meant to build upon the foundations of learning the language in French Language and Culture 1-2. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice-high or intermediate proficiency levels. Thematic units that draw from French literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight French and francophone food, health and wellness, family life, and travel. Students will comprehend and express themselves in spoken and written French. Students will be encouraged to converse in French in class and will read selected passages from French texts.

Department: World Languages and Cultures

Course Title: French Language and Culture 5-6

Course Code: 8116D / 8117D

Grade Level(s): 9-12

School(s)

Course Offered: Crescenta Valley High School
Herbert Hoover High School

UC/CSU Approved

(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended

Prerequisite: French Language and Culture 1-2 with a C or higher
French Language and Culture 3-4 with a C or higher
Student may be admitted upon assessment and/or recommendation

Recommended

Textbook: D'Accord! 3 (Vista Higher Learning)

Course Overview: French Language and Culture 5-6 is a third year course meant to build upon the foundations of learning the language in French Language and Culture 3-4. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the intermediate-high levels. French Language and Culture 5-6 utilizes thematic units from French literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and political), demonstrating knowledge and understanding of content across disciplines. Students will increase their ability to comprehend and express themselves in spoken and written French. Students will be required to communicate in French in a variety of situations and will read selected French texts from authentic materials. The course will be conducted entirely in French.

Department: World Languages and Cultures

Course Title: Spanish Language and Culture 1-2

Course Code: 8245G2 / 8246G2 (middle schools); 8246D / 8247D (high schools)

Grade Level(s): 8-12

School(s)

Course Offered: Rosemont Middle School
Eleanor J. Toll Middle School
Woodrow Wilson Middle School
Theodore Roosevelt Middle School
Clark Magnet High School
Crescenta Valley High School
Glendale High School
Herbert Hoover High School

UC/CSU Approved

(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended

Prerequisite: Middle School: A or B in English course
High School: None

Recommended

Textbook: *Asi se dice* by McGraw Hill Education

Course Overview: Spanish Language and Culture 1-2 is an introductory course meant to provide a foundation for novice-level reading, writing, listening, and speaking skills. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the California *World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice proficiency level. Thematic units that draw from Spanish literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight food, traditional arts, music, holidays, and customs. Students will learn to comprehend and express themselves in spoken and written Spanish, and will gain a basic understanding of the language and its structures. Students will

be encouraged to converse in Spanish in class and will read selected passages from Spanish texts.

Department:

World Languages and Cultures

Course Title: Spanish Language and Culture 3-4

Course Code: 8248D / 8249D

Grade Level(s): 9-12

School(s)

Course Offered: Clark Magnet High School
Crescenta Valley High School
Glendale High School
Herbert Hoover High School

UC/CSU Approved

(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended

Prerequisite: Spanish Language and Culture 1-2 or equivalent

Recommended

Textbook: *Asi Se Dice* by McGraw Hill

Course Overview: Spanish Language and Culture 3-4 is a second year course meant to build upon the foundations of learning the language in Spanish Language and Culture 1-2. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice-high or intermediate proficiency level. Thematic units that draw from Spanish literature, history, culture and the arts will also be interwoven into language study. The students will develop an

understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight food, health and wellness, family life, and travel. Students will comprehend and express themselves in spoken and written Spanish. Students will be encouraged to converse in Spanish in class and will read selected passages from Spanish text.

Department:

World Languages and Cultures

Course Title: Spanish Language and Culture 5-6

Course Code: 8250D / 8251D

Grade Level(s): 9-12

School(s)

Course Offered: Clark Magnet High School
Crescenta Valley High School
Glendale High School
Herbert Hoover High School

UC/CSU Approved

(Y/N, Subject): Y, World Languages

Course Credits: 10

Recommended

Prerequisite: Participation in the Dual Language Immersion Program in Middle School with a C or higher
Spanish and Culture 1-2 with a C or higher
Spanish and Culture 3-4 with a C or higher
Other fluent bilingual and biliterate students may also be admitted upon assessment and recommendation made by teacher

Recommended

Textbook: *Asi se dice* by McGraw Hill Education
Spanish 3 Years (Grammar and culture book)

Course Overview: Spanish Language and Culture 5-6 utilizes thematic units from Spanish literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and political), demonstrating knowledge and understanding of content across disciplines. Students will increase their ability to comprehend and express themselves in Spanish in all modes of communication; reading, writing, listening. They will learn to function in real-life situations, will be able to comprehend speakers of the target language, and will read authentic materials on a variety of topics with scaffolded support. Students will communicate in a more spontaneous manner. With a broader understanding of regional and local cultures, students will be able to compare and contrast their home culture and the target culture. At the end of the course, students will demonstrate skills in the intermediate range of proficiency across the communication standards as outlined in the California World Languages Standards.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: French Language and Culture 1-2

Course Code: 8112D / 8113D

Grade Level(s): 9-12

School(s)
Course Offered: Crescenta Valley High School, Hoover High School

UC/CSU Approved
(Y/N, Subject): Yes, World Languages, E/College Preparatory Electives, G

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: D'accord! 1 by Vista Higher Learning
Textbook ISBN: 9781680057997
Workbook ISBN: 9781626802018

Course Overview: French Language and Culture 1-2 is an introductory course meant to provide a foundation for novice-level reading, writing, listening, and speaking skills. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice proficiency level. Thematic units that draw from Francophone literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target cultures' communities including geography and societal practices from the present and the past. Units of study will highlight francophone school life, family structure, foods, pastimes, celebrations, clothing, and customs. Students

will learn to comprehend and express themselves in spoken and written French. Students will be encouraged to converse in French in class and will read selected passages from French texts. At the end of the year, students will demonstrate skills in all modes of communication - reading, writing, listening, and speaking at a novice-mid level of proficiency.

Unit 1: Salut! (Hello!)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: How do I introduce myself to others in a culturally appropriate manner?

Students learn about the basic ways to greet each other and make introductions. Students will understand how to use expressions of courtesy in conversation. Within the unit, students will be able to identify and describe their age, family, interests, and possible future career-path.

Sample Assignments:

- Interpretive: Students will read/listen to texts/videos of a typical French introduction (including but not limited to cultural elements such as the “bisous” and the “tu vs vous”) and answering comprehension questions in verbal or written form.
- Interpersonal: Students will engage in an “Speed Dating” exercise in which they will introduce themselves and their interests in hopes of finding a perfect match.
- Presentational: With previous *general* preparation, students will be appointed a random student in the class on the day of presentation. They will first interview and note down general information about their partner, then introduce this student to the rest of the class in spontaneous language.

Unit 2: Au lycée (At School)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: What are your classes/routines in high school? What are the differences between American schools and Francophone schools?

Students will learn about different classes, scheduling and time, and general school life and activities. Students will learn to describe and evaluate their own curriculum, as well as be introduced to how the French school system works and how the system shapes and is shaped by the French way of thinking.

Sample Assignments:

- Interpretive: Students will read *La Classe des Confessions*, a short novel in which they discover and put into practice their knowledge on coursework and classroom vocabulary. Students will follow the protagonists and make predictions on what will happen, and what they would do in the protagonists' place.
- Interpersonal: Students will recreate their own schedules in the French language and/or create their ideal schedule. They will share with and interview a partner about why they have made those specific choices in relation to their personal interests and future goals. This will scaffold knowledge from the previous chapter.
- Presentational: Through multimedia (video, social media, text), students will follow "A Day in the Life" of a French student. They will compare and contrast their own schedule with that of a French high school student and speak on those differences in a FlipGrid presentation.

Unit 3: La famille et les copains (Family and Friend)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: Who is in your family? How would you describe them?

Students will learn names of family members such as grandparents, uncles and aunts, and siblings, as well learn adjectives to describe people and the names of professions one can have. Students will understand what the typical French/Francophone family is like and what celebrations they share together. Friend relationships and marriage traditions will also be introduced.

Sample Assignments:

- Interpretive: Students will read about Western family units versus those of a Maghrebin family. Students will then address the differences in family units and dynamics, as well as reflect upon who is considered Family.
- Interpersonal: Students will make and play a Bingo game in which the students fill their own "Bingo" categories with cultural customs and family traditions. These can be Francophone or from the students' own personal background. They will win the game when they interview and find other classmates that celebrate this tradition.
- Presentational: Students will create an imaginary family tree with a celebrity line-up that would allow them to discuss relationships between each family member. They will further develop this tree with descriptions of each member, including but not limited to age, physical appearance, personality, and interests. Upon completion, students will present their tree to the class.

Unit 4: Au café (At the café)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: What roles do pastimes, food and restaurants play in the Francophone world?

In this unit, students will learn how to talk/write about places to go in a city, how to understand how others talk about places to go in a city, how to order food in a café and discuss eating habits, and discuss the role that the café plays in everyday life in the Francophone world.

Sample Assignments:

- Interpretive: Students will listen to conversations between students talking about the places they go when downtown, discuss what they understood and answer questions about the details.
- Interpersonal: Students will interact with a partner each day, asking and answering questions about what they plan to order from a sample café menu
- Presentational: Students present a restaurant scene that they write based on a menu from a city in the Francophone world that their group made together as a group project.

Unit 5: Les Loisirs (Pastimes)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential questions: How do people talk about sports and other pastimes in French? How do people talk about the weather in French? How do people discuss and plan a vacation?

In this unit, students will learn to talk about sports and other pastimes, understand others who talk or write about sports and other pastimes, discuss the weather, and understand others who talk or write about the weather.

Sample Assignments:

- Interpretive: Students will listen to recorded conversations between students talking about their pastimes, discuss what they understood and answer questions about the details. They will read letters from students who have written about their daily activities and reply to them.
- Interpersonal: Students will interact with a partner each day, asking and answering questions about what they plan to do after school and on the weekend.
- Presentational: Students present a scene from a sporting event to the class, playing the roles of referee, players, and spectators.

Unit 6: Les Fêtes (Celebrations)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential questions: How do people talk about celebrating life events in French? How do people talk about shopping and describe clothing in French? 3. How do people talk about events in the past in French?

In this unit, students will explore francophone celebrations and parties. They will explore the different stages of life, using the past tense in French with the verb avoir.

Sample Assignments:

- Interpretive: Students will listen to recorded conversations between students talking about their celebrations, then discuss what they understood and answer questions about the details. They will watch a video depicting a birthday party, then discuss and answer questions about it.
- Interpersonal: Students will interact with a partner each day, asking and answering questions about what they plan to do for their birthday and upcoming holidays.
- Presentational: Students write a comparison of how a holiday is celebrated in the U.S. with their family with how it is celebrated in a Francophone country.

Unit 7: En Vacances (On vacation)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Questions: How do people discuss and plan a vacation? How do people talk about how things used to be? What are some popular vacation spots in the French-speaking world and why?

In this unit, students will learn how to make travel arrangements and transportation while on vacation. They will use the passé composé with être and the imparfait to narrate their travel experience.

Sample Assignments:

- Interpretive: Students will listen to recorded conversations between students talking about their vacations, then discuss what they understood and answer questions about the details. They will watch a video depicting a vacation, then discuss and answer questions about it.
- Interpersonal: Students will interact with a partner each day, asking and answering questions about what the ideal vacation includes.
- Presentational: Students make a presentation of a fun vacation in a Francophone country.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: French Language and Culture 3-4

Course Code: 8114D / 8115D

Grade Level(s): 9-12

School(s)
Course Offered: Crescenta Valley High School, Hoover High School

UC/CSU Approved
(Y/N, Subject): Yes, World Languages, E/College Preparatory Electives, G

Course Credits: 10

Recommended
Prerequisite: French Language and Culture 1-2 or equivalent
Student may be admitted upon assessment and/or recommendation

Recommended
Textbook: D'accord! 2 by Vista Higher Learning
Textbook ISBN: 978-1626802766
Workbook ISBN: 978-1626802025

Course Overview: French Language and Culture 3-4 is a second year course meant to build upon the foundations of learning the language in French Language and Culture 1-2. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice-high or intermediate proficiency levels. Thematic units that draw from French literature, history, culture and the arts will also be interwoven into language study. The students will develop

an understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight French and francophone food, health and wellness, family life, and travel. Students will comprehend and express themselves in spoken and written French. Students will be encouraged to converse in French in class and will read selected passages from French texts.

Unit P: Chez nous (At Home)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: Where do you live? How does it compare to how people live in France? Students will discuss their homes and what is in them. They will describe rooms, furniture, and appliances. Household chores will also be discussed, as well as the different dwellings in which people live. Customs involving visiting others and how to prepare the house for the holidays will also be covered.

Sample Assignments:

- Interpretive: Having drawn an interior map of their (imaginary) homes, students will pair up and divide themselves into Listener and Speaker. The Speaker will describe what furniture/items are in their homes, and the listener will attempt to recreate the Speaker's home based on what they heard and understood. The roles will switch.
- Interpersonal: Students describe to one another the important events that happen at home during the year in an attempt to find a classmate with similar backgrounds.
- Presentational: Students will create and present an imaginary home to the class. They will try to "sell" the house to their "buyers," aka the class. In order to get the highest bid, presenting students will need to describe the interesting events that happened in the house or the people who lived there (ex: Harry Styles hosted the VMA party in this living room!).

Unit 1: La nourriture (Food)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: What do I enjoy eating? Where do I get my food?

Students learn about typical foods and common ingredients used in French and francophone countries, including but not limited to vestigial influences of colonization. Students will also learn about how to describe food and flavors, as well as about grocery shopping and the categories in which the food is organized. They will also learn about different meals, place settings, and nutrition. Students will also be introduced to traditions that the French have through food.

Sample Assignments:

- Interpretive: Students will examine authentic texts/data regarding Francophone foods and traditions. Based on their findings of what ingredients are used, students will hypothesize when the dish is eaten, with whom, and what the dish says about the agriculture, economy, and origins of those who eat it.
- Interpersonal: Students will play 20 Questions with a partner. The partner will already have their favorite dish in mind, and the guesser will have 20 questions to figure out what dish their partner is thinking of.
- Presentational: Students will choose from a set list of recipes and cook a francophone dish for an end-of-unit potluck. Cooks will serve and introduce the dish, and "diners" will order from a menu in French as well.

Unit 2: La Santé (Health and Wellness)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How do I take care of myself? What choices do I make to maximize my health?

Students will learn to describe their morning routines and discuss personal hygiene. They will also learn about how to maintain healthy lifestyles and achieve wellness. Students will learn about how to have conversations with doctors, make appointments, and discuss how they feel. Additionally, students will briefly be introduced to the French versus American healthcare system.

Sample Assignments:

- Interpretive: Students will be given a cut-up dialogue of a doctor-patient conversation. With a partner, they will attempt to reassemble the conversation in a logical manner.
- Interpersonal: Students will role-play doctor and patient, and will try to diagnose the illness based on the descriptions given.
- Presentational: Students will research homeopathic alternatives to traditional medicine to address ailments and illnesses. They will investigate the different types of vitamins and how they contribute to the nutrition of the body. They will then be split into 2 groups to argue for either homeopathic treatments or traditional medicine.

Unit 3: La Technologie (Technology)

(5-6 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How do people talk about and use technology? What are its benefits and disadvantages? What new technology is being developed in the French-speaking world?

Students will learn to talk about what type of technology exists in their daily lives, ranging from video games and social media to cars and other public transportation. They will learn to identify these technological advancements and give examples of the pros and cons of having them.

Sample Assignments:

- Interpretive: Students will read about current social media apps like BeReal (French app) and as well as discuss what apps they use and why
- Interpersonal: Students will use social media to connect with other French-speaking students and talk about their day
- Presentational: Students will make an instructional video giving step-by-step instructions on how to use/operate this technology to another student.

Unit 4: En ville (In the City)

(6-8 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Questions: How do people talk about errands and getting around town in French? How do people ask for directions in French? What are some characteristics of French cities?

In this unit, Students will learn to understand and use terms for banking for business establishments, and the post office. They will use the verbs voir, croire, recevoir, and apercevoir, negative and affirmative expressions, and communicate in the future simple tense.

Sample Assignments:

- Interpretive: Students will watch a video that takes place in a post office and then discuss/answer questions about it. Students will read a passage called "Les Petits Commerces" about small shops in France, then discuss and answer questions about it.
- Interpersonal: Students will write an email to a classmate about what they plan to see in a francophone town, then respond to an email they received from a classmate about a different city.
- Presentational: Students will write and perform a dialogue about a future trip to a francophone city.

Unit 5: L'avenir et les métiers (Future and careers)

(6-8 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Questions: How do people talk and write about work and careers in French? What would you like to do in the future based on your interests and skills?

In this unit, students will learn to understand and use vocabulary related to work and various careers. They will be able to express themselves in the future tense, use the pronoun lequel and its forms and the pronouns qui, que, dont, and où, and use clauses with si (if).

Sample Assignments:

- Interpretive: Students will watch a video that takes place in a workplace in Aix-en-Provence, then ask and answer questions about it. Students will read a passage about how cell phones are used in France and discuss and answer questions about it.
- Interpersonal: Students will have daily conversations with their partners about future career plans.
- Presentational: Students will write and perform a dialogue about future career plans.

Unit 6: L'Espace vert (Ecology)

(6-8 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential questions: How do people talk about environmental concerns, national parks, and activities in nature in French speaking countries?

In this unit, students will learn to speak and write about the natural environment and activities there. They will be able to understand reading passages about environmental concerns including nuclear energy. They will learn to use demonstrative pronouns, comparatives and superlatives of nouns, and the subjunctive mood.

Sample Assignments:

- Interpretive: Students will watch a video where students are talking about recycling, then ask and answer questions about it. Students will read a passage about how the environmental movement has progressed in France, then discuss and answer questions about it.
- Interpersonal: Students will have daily conversations with their partners about outdoor activities that they like, and how they try to be eco-friendly.
- Presentational: Students will write a paragraph in French about steps that people can take to help protect the environment.

Unit 7: Les Arts (The Arts)

(6-8 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential question: What influence do the arts have on people's lives in the Francophone world?

In this unit, students will learn to speak and write about various forms of art, including visual arts, TV and films, theater, music, and literary arts. They will learn to use possessive pronouns and review communication in the subjunctive mood.

Sample Assignments:

- Interpretive: Students will watch a video where students are talking about a concert that has just taken place, then ask and answer questions about it. Students will read a passage about how the environmental movement has progressed in France, then discuss and answer questions about it.
- Interpersonal: Students will have daily conversations with their partners about art. They will write to other students about a recent movie that they saw, and then respond to the letter they received.
- Presentational: Students will write a review of a virtual art exhibit from the French speaking world on Google Slides and present it to the class.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: French Language and Culture 5-6

Course Number: 8116D / 8117D

Grade Level(s): 9-12

School(s)

Course Offered: Crescenta Valley High School, Hoover High School

UC/CSU Approved

(Y/N, Subject): Yes, World Languages, E/College Preparatory Electives, G

Course Credits: 10

Recommended

Prerequisite: French Language and Culture 1-2 with a C or higher
French Language and Culture 3-4 with a C or higher
Student may be admitted upon assessment or recommendation

Recommended

Textbooks: D'accord! 3 by Vista Higher Learning
Textbook ISBN: 978-1618578655
Workbook ISBN: 978-1626802032

Course Overview: French Language and Culture 5-6 is a third year course meant to build upon the foundations of learning the language in French Language and Culture 3-4. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the intermediate-high levels. French Language and Culture 5-6 utilizes thematic units from French literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and

political), demonstrating knowledge and understanding of content across disciplines. Students will increase their ability to comprehend and express themselves in spoken and written French. Students will be required to communicate in French in a variety of situations and will read selected French texts from authentic materials. The course will be conducted entirely in French.

Unit 1: Ressentir et Vivre (Feeling and Living)

(4-5 weeks)

STANDARDS

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How can I describe my feelings and relationships in French?

Students will learn to discuss relationships, feelings, marriage, and personality. They will learn about the historical friendship between the United States and France, and the groups of francophones that live in the U.S. today. They will review spelling change verbs as well as the conjugation of être, avoir, faire, and aller in the present tense in order to describe people and what they do.

Sample Assignments:

- Interpretive: Students will watch the short film *A tes amours*, then discuss with the class and answer questions about the relationship of the characters.
- Interpersonal: Students will work with a partner to read some quotes in French about love and friendship, then tell each other personal, literary, or historical examples that illustrate the quote.
- Presentational: Students will write a paragraph explaining what the character in the short film is thinking, which they will then read to the class and compare to others' writing.

Unit 2: Habiter en ville (Living in the City)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: What are some important aspects of daily life in a francophone city?

Students will learn to discuss and understand material related to the city: places, directions, activities, and descriptions. They will learn reciprocal and review reflexive verbs, adverbs, and descriptive adjectives in order to speak and write about cities and people's activities there.

Sample Assignments:

- Interpretive: Students will watch the short film "J'attendrai le suivant," then discuss it with the class and answer questions about it.
- Interpersonal: Students will compare similarities and differences of various photographs of francophone cities with a partner.

- Presentational: Students will prepare and present a slideshow with a description of a music festival from the francophone world, such as la Fête de la musique.

Unit 3: L'Influence des médias (The influence of media)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How are our lives influenced by the media, film, television, and the press?

Students will learn to discuss media, people of the media, films, television, and the press and how they are a reflection of a culture's values. They will review the passé composé and the imparfait to be able to describe events and background information of films and news articles.

Sample Assignments:

- Interpretive: Students will watch the short film *Le Technicien*, then discuss it with the class and answer questions about it.
- Interpersonal: Students will record a movie review discussion with a partner, using the past tenses to describe scenery and events in the movie.
- Presentational: Students will write a short essay of 3 paragraphs, one about Cirque du Soleil's founder Guy Laliberté and another about a media personality of their choice, then a third comparing the two.

Unit 4: La Valeur des Idées (The Value of Ideas)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: What gives an idea value?

Students will learn to talk, read and write about the law, legal rights, politics, public officials, and national security in French. They will learn to use the plus-que-parfait, review negation, irregular -ir verbs, and indefinite adjectives and pronouns. They will use these forms to express their points of view on important ideas.

Sample Assignments:

- Interpretive: Students will watch the short film *La révolution des crabes*, then discuss it with the class and answer questions about it.
- Interpersonal: Students will have a daily conversation as a warm-up from a prompt on the board about an interesting legal question or moral dilemma.
- Presentational: Students will record a one minute presentation on Flip about an aspect of Haiti's culture or history.

Unit 5: La Société en Évolution (Evolving Society)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How has society changed over time in various francophone countries?

Students will learn to discuss, read, and write about societal issues such as immigration, diversity, social problems, and change. They will review and practice partitives, the pronouns *y* and *en*, and the order of pronouns, using these structures to express their opinions about changing societies.

Sample Assignments:

- Interpretive: Students will read Ghislaine Sathoud's story *Le marché de l'espoir*, discuss, and answer questions about it.
- Interpersonal: Students will write an email to a grandparent asking questions about how society has changed since they were young.
- Presentational: Students will write an essay to compare and contrast education in western Africa (based on the cultural reading in the chapter) and education in the U.S.

Unit 6: Les générations qui bougent (Generations on the Move)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How have the generations changed throughout the years? What values have changed and are they for the better or for the worse?

Students will explore the concept of generational differences between their own culture and that of francophone cultures. Topics may include celebrations, values, and a member's role in the family. Students will discuss the provenance of traditional and modern francophone values in order to analyze the events that lead to evolution of these values. Factors discussed could be internal or external. Students will then use the values they have learned to discuss how their current values may influence future generations.

Sample Assignments:

- Interpretive: Students will read and examine biographies, authentic artifacts, and media from francophone countries and critically analyze how culture and values have evolved through the years.
- Interpersonal: Students will discuss their relationship with family members and talk about their contributions to family values, traditions, and celebrations.
- Presentational: Students will listen to *Dégénération* by Mes Aïeux and give a dramatic continuation of what they would say to future generations.

Unit 7: À la recherche du progrès (In the Search for Progress)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: How have contributions of French and francophone countries impacted the human experience?

Students will explore how Frenchs have made significant progress and impact in various fields such as science, technology, art, music, and fashion. They will gain an understanding of the prevalence of French language and culture through these contributions.

Sample Assignment:

- Interpretive: Students will watch a video on the development of AI and its usages. Then, as though they are in the heads of AI developers, they will come up with future possibilities of AI.
- Interpersonal: Students will discuss the pros and cons of apps like ChatGPT and their effects on modern society. They will then be assigned a position to defend in a debate.
- Presentational: Students will pick a francophone country to research in the field of technology (art, AI, music, fashion, transportation, etc) and present a recent development in the form of current events.

Unit 8: S'évader et s'amuser (Travel and Pastimes)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Question: What does the role of travel play into the French state of mind? How does time spent in other countries, alone and with friends, develop and change a person?

Students will discover how the French spend their free time and their attitudes regarding work-life balance. Students will also learn and discuss how often the French system allows for breaks and the reasoning behind it. Additionally, students will branch out to uncover activities, sights, practices, and cultures of other francophone countries.

Sample Assignment:

- Interpretive: Students will read stories like *Problème au paradis* by Carol Gaab, a dramatic suspense story involving a kidnapping in Martinique, and discuss the customs and activities available to Martinique
- Interpersonal: Students do a "6 word" writing assignment, making as many "6 word" sentences as possible regarding what they did over winter break. They will then compare and contrast with a classmate.
- Presentational: Students will write lyrics and make a music video introducing the sights and cultures of a francophone country of choice (or a French city of choice).

Unit 9: Perspectives de travail (Career Perspectives)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Questions: What are the labor laws in your home country and those of a francophone country? How does the attitude regarding jobs and career shape francophone societies and vice versa?

Students will take a deep dive into the importance of different career paths and how their importance is designated by different societies. Students will learn how to open a bank account in French, about banking, the economy, economic trends and crises in France.

Sample Assignment:

- Interpretive: Students will watch a video on “la grève” and President Macron’s desire to increase retirement age in France. They will then do a quick write of their opinions on Macron’s choice, along with whether they agree with the French population’s stance.
- Interpersonal: Students will engage in “4 corners” in which they are asked a series of controversial questions regarding work, poverty, and economic policies that they have to defend. Students will move to corners that read “Agree,” “Unsure,” “Disagree,” or “Extremely Against.” Their goal is to convince other students to change their minds.
- Presentational: Students do a deep-dive on their possible future career paths and present in small groups how they plan to use their jobs as a way to change the world for good.

Unit 10: Les richesses naturelles (The Wealth of Nature)

(4-5 weeks)

CCSS: RL 4, RI 4, W 2d, W 6, W 7, SL 1, SL 4, L 1, L 2, L 4, L 6

Essential Questions: What is the importance of environmental preservation and how does it affect us today? What are the steps one could take to ensure environmental protection?

Students will discover the different natural wonders of the world both in the US and in francophone countries. They will examine the roles that tourism and large corporations have played in environmental destruction. Students will also brainstorm steps to arrive at a more eco-friendly world.

Sample Assignment:

- Interpretive: Students will read *Le bocal de M. Redfish* by Pierre-André Magnin and discuss the metaphors of the story and its relevance in the real world and to ecotourism.
- Interpersonal: Students will interview each other on their ideal vacation, then plan an eco friendly trip in their designated francophone country.
- Presentational: Students will make an infographic highlighting the environmental issues in different francophone countries. They will present this to the class and posit possible solutions in the works and what they can do to contribute.

Glendale Unified School District

Middle & High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: Spanish Language and Culture 1-2

Course Code: 8246D / 8247D

Grade Level(s): 7-12

School(s)

Course Offered: Roosevelt Middle School
Rosemont Middle School
Toll Middle School
Wilson Middle School
Clark Magnet High School
Crescenta Valley High School
Glendale High School
Hoover High School

UC/CSU Approved

(Y/N, Subject): Yes, World Languages, E

Course Credits: 10

Recommended

Prerequisite: Middle School: A or B in English course
High School: None

Recommended

Textbook: Asi se dice! Level 1 by McGraw Hill Education
Textbook ISBN: 978-0021367474
Workbook ISBN: 978-0021367474

Los Baker van a Peru by Fluency Matters
ISBN: 978-1934958063

Agentes secretos y el mural de Picasso by Mira Canion

ISBN: 978-1947006034

Course Overview: Spanish Language and Culture 1-2 is an introductory course meant to provide a foundation for novice-level reading, writing, listening, and speaking skills. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the California *World Languages Standards* will be addressed to build knowledge and purpose for effective communication at the novice proficiency level. Thematic units that draw from Spanish literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight food, traditional arts, music, holidays, and customs. Students will learn to comprehend and express themselves in spoken and written Spanish, and will gain a basic understanding of the language and its structures. Students will be encouraged to converse in Spanish in class and will read selected passages from Spanish texts.

Unit 1: Greetings, Farewells, and Introductions

(6-8 weeks)

Essential Question: How do I introduce myself to others?

Students learn about the basic ways to greet each other and make introductions. Students will understand how to use expressions of courtesy in conversation. Within the unit, students will be able to talk about classes, their academic schedules, and provide a basic description of themselves, their family and friends. Functions will include the definite and indefinite articles and gender of nouns, verbs "ser" and "tener", telling time and date, the alphabet and rules of pronunciation, possessive adjectives, demonstrative adjectives, and the numbers.

Sample Summative Assessment: Students will create an autobiography project using google slides. Students will present to the class by reading their prepared written description. Students will be asked to rehearse multiple times before they present to the class. Teacher will review and provide suggestions to improve sentence structure, pronunciation, and/or intonation. Students will submit the slideshow for final evaluation.

Unit 2: From Home to School

(8-12 weeks)

Essential Question: How do you spend your free time depending on the season of the year?

Students will learn how to express their likes and dislikes including food, weather, activities, school subjects, sports, and recreational activities. They will be introduced to sports and dining, and different ways people interact socially. Students will also compare their school and leisure time with students and families in countries where Spanish is spoken. Typical traditions, celebrations and holidays will also be introduced. Functions include weather expressions, the present tense of regular verbs (-AR, -ER, -IR) and some irregular verbs such as "ir", "dar", "estar", the irregular -yo verbs (-go,-go), and the stem-changing "shoe" verbs. The verb "gustar" and verbs like it will be introduced.

Sample Summative Assessment: Student groups will create a survey about the activities certain groups of students like to do on the weekends or on vacation. Groups will present the findings of the survey through a prepared summary and visual representation.

Unit 3: Feelings, Health and Daily Routines

(8-10 weeks)

Essential Question: How do you maintain a healthy life and describe your daily routines?

In this unit, students will be introduced to vocabulary that encompasses health, well-being, emotions, and feelings. They will learn how to express emotions as well as how to talk about future actions, what they have done in the recent past, and what their daily routine is to live a healthy lifestyle. Functions include the difference between "ser" and "estar", the present progressive, comparisons (including superlatives), the expressions of "tener" including "Tener que + infinitive" and others, the expression "acabar de + infinitive", and the use of direct and indirect object pronouns. If time permits, commands in the form of "favor de" or informal commands, and reflexive pronouns will be introduced.

Sample Summative Assessment: Working in groups, students will write an original skit in which they act out the role of a doctor, patient and parent in a clinic. Students are given a structure to follow and write, rehearse and act out the scene in front of the class or in a pre-recorded video.

Unit 4: Vacations and Travel

(7-12 weeks)

Essential Question: How do you describe the activities and experiences associated with traveling?

In this unit, students will be introduced to vocabulary that encompasses travel. They will learn how to express events that happened in the past. Students will be able to talk about what they have to do in order to prepare for a trip and summarize the activities they did during a specific period of time. Students will learn about transportation and activities within countries where Spanish is spoken. Functions include the preterite tense of regular verbs (-AR, -ER, -IR) and some irregular verbs including "ir", "ser", "dar" and "ver". The use of double object pronouns will be introduced.

Sample Summative Assessment: Students will be assigned a country where Spanish is spoken and will work together in groups to research various places of interest within the country. In groups, students will create a character who travels to that country and visits at least five different sites of interest revealed in their research. . Students will design a google slide presentation in which the invented character traveled to all the locations. The students would write a summary of what took place and where the character went and include an authentic photo of that location. Students present their projects to their peers.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: Spanish Language and Culture 3-4

Course Code: 8248D / 8249D

Grade Level(s): 9-12

School(s)
Course Offered: Clark Magnet High School, Crescenta Valley High School,
Glendale High School, Hoover High School

UC/CSU Approved
(Y/N, Subject): Yes, World Languages, E

Course Credits: 10

Recommended
Prerequisite: Spanish Language and Culture 1-2 or equivalent

Recommended
Textbook: Asi se dice! Level 2 by McGraw Hill
Textbook ISBN: 978-0021412648
Workbook ISBN: 978-0076668663

Course Overview: Students in the World Languages and Cultures Department will learn to function in real-life situations. Students will demonstrate skills in all modes of communication; reading, writing, listening and speaking.

Spanish Language and Culture 3-4 is a second year course meant to build upon the foundations of learning the language in Spanish Language and Culture 1-2. The three modes of communication standards (interpersonal, interpretive, and presentational) outlined by the *California World Languages Standards* will be addressed to build knowledge and purpose for effective

communication at the novice-high or intermediate proficiency level. Thematic units that draw from Spanish literature, history, culture and the arts will also be interwoven into language study. The students will develop an understanding of the features of the target culture community including its geography and societal practices. Units of study will highlight food, health and wellness, family life, and travel. Students will comprehend and express themselves in spoken and written Spanish. Students will be encouraged to converse in Spanish in class and will read selected passages from Spanish text.

Unit 1: Repaso

(3-4 weeks)

Essential Question: How do I describe myself, my family, hobbies, sports and clothing?

Students will review their year in Spanish 1-2. This review includes what they enjoy doing, their favorite food, what sports they like to play and how they dress and what they eat. Functions will include the use of *ser* and *estar*, the verbs *tener*, *ir*, *dar*, *gustar* (and verbs like it) in the present tense, as well as *conocer* and *saber*. Functions will also include the present and preterite tenses, a review of articles and adjectives and direct and indirect object pronouns.

Sample Assignments:

- Interpretive: Students will read/listen to texts/videos of sports, food and clothing. They will answer comprehension questions in verbal or written form. "Who am I?" presentational project where students talk or write about themselves.
- Interpersonal: Students will engage in an interview exercise in which they ask a partner about themselves and their interests in hopes.
- Presentational: With previous *general* preparation, students will be appointed a random student in the class on the day of presentation. They will first interview and note down general information about their partner, then introduce this student to the rest of the class in spontaneous language.

Unit 2: Holidays

(6-8 weeks)

Essential Question: How do I talk about various holidays?

Students will be able to discuss various holidays and celebrations. Functions to introduce will be the present tense of "-GO" verbs, the present progressive.

Sample Assignments:

- Interpretive: Students will watch a video on different holidays celebrated in Spanish-speaking countries, followed by a class discussion.

- Interpersonal: Students will be given a card with a holiday written on it. They will then engage in a conversation with their “elbow partner” to explain the holiday. They must explain when the holiday is, where it is celebrated and what is done to celebrate it.
- Presentational: Students will research one of the holidays and will write a descriptive paragraph that they’ll be sharing in class using Google slides. They will include when the holiday is, where it is celebrated and what is done to celebrate it.

Unit 3: Travel, Hotels & Hostels

(4-6 weeks)

Essential Question: How do I travel on a plane and train? How do I check into a hotel/hostel?

Students will be able to discuss airplane and train related travel. They will learn the necessary terminology for communicating aboard a plane and train. Students will also learn how to check in to a hotel and hostel. Functions include the preterite of irregular verbs, prepositional pronouns, the regular and irregular forms of the imperfect and the verb “decir”.

Sample Assignments:

- Interpretive: Students will read a flier about a hotel in a Spanish speaking country. They will answer oral and written questions about the hotel.
- Interpersonal: Students will engage in a dialogue pretending to be a travel agent and customer. The customer will ask questions about the location and the hotel and travel plans and the agent will answer those questions.
- Presentational: Students will research how to get to various Spanish speaking countries by plane and/or by train. They research pricing and types of tickets. They find out when they need to travel for the holiday and what they should bring with them in order to take part in the holiday. Then they will present their information to the class as though they were a travel agent convincing someone to travel to their location.

Unit 4: Daily Routine

(4-6 weeks)

Essential Question: What’s my daily routine?

Essential Question: Students will learn to describe their routine.

Students will discuss their daily routines and personal hygiene. They will also learn about how to maintain healthy lifestyles and achieve wellness. They will learn how to check in and out of a hotel and/or a hostel. Functions will include an introduction of reflexive verbs in the present tense, an introduction to familiar commands, the present perfect tense and double object pronouns.

Sample Assignments:

- Interpretive: Students will watch/listen to the song “Ma que Nada” on daily routines in the present tense.
- Interpersonal: Students will discuss what they saw and will write down their routine for a typical school day
- Presentational: Students will use the appropriate gestures demonstrating specific reflexive verbs that they incorporate during their routine. Classmates identify each action verb outloud.

Unit 5: Restaurants and Food

(4-6 weeks)

Essential Question: How do I order and pay for a meal in a restaurant? How do I describe a table setting, including utensils and dishes? How do I describe different foods in Spanish?

In this unit, students will learn about how to order in a restaurant and identify food, utensils and dishes. They will read, write and speak about various scenarios in a restaurant. The functions will include stem changing verbs in the present and preterite, adjectives of nationality and the passive voice with “se”.

Sample Assignments:

- Interpretive: Students watch sample videos on restaurant scenarios where there was some type of conflict. Through think-pair-share they identify those conflicts.
- Interpersonal: Students will be assigned to present a skit about a restaurant experience. They will be given a list of “problems” in a restaurant (for example, the waiter spills the food, or the customer forgot his wallet).
- Presentational: Students choose a conflict and create a dialog that takes place at a restaurant. They write their skit, practice it with the appropriate props, intonation and authenticity. They record their skit then we watch them in the class. All students conclude the assignment with personal reflections.

Unit 6: Technology & City vs Country life.

(4-6 weeks)

Essential questions: How do I describe parts of a computer, email terminology and how to navigate the Internet? How do I make a phone call? How do I discuss the difference between life in the city and the countryside in Latin America?

In this unit students will discuss technology in Hispanic countries, will be able to correspond with others via email and by making phone calls. They will be able to write and talk about their childhood and discuss future plans. Functions include the future tense, object pronouns with infinitives and gerunds as well as a continuation of practicing the preterite and imperfect tenses.

Sample Assignments:

- Interpretive: Students will read emails and text messages in Spanish. They will answer oral questions as well as written questions about the information read.
- Interpersonal: Students will write simple email messages and text messages to their "elbow partner" Presentational: Students will write emails to a pretend foreign pen pal from a Spanish speaking country. They will include what they used to do as a child, how and where they used to live (either the city or the country), and what they want to do in the future. They will present these on a google slide to the class.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: Spanish Language and Culture 5-6

Course Code: 8250D / 8251D

Grade Level(s): 9-12

School(s)

Course Offered: Clark High School, Crescenta High School,
Glendale High School, Hoover High School

UC/CSU Approved

(Y/N, Subject): Yes, World Languages, E

Course Credits: 10

Recommended

Prerequisite: Participation in the Dual Language Immersion Program in middle school
with a C or higher
Spanish and Culture 1-2 with a C or higher
Spanish and Culture 3-4 with a C or higher
Other fluent bilingual and biliterate students may also be admitted upon
assessment and recommendation made by teacher

Recommended

Textbooks: Asi se dice! Level 3 by McGraw Hill
ISBN: 978-0021412617

Spanish Three Years by AMSCO
ISBN: 978-0877205371

Suggested readers, novels:

Name	Specifications	English Description	ISBN
La Hija Del Sastre	Novel set after the Spanish Civil War that explores how it affects a teenage girl and her family. Uses appropriate grammar and vocabulary.	The Daughter of the Tailor	978-1935575610
Caminos Peligrosos	Novel set in Latin America that explores the theft and trafficking of valuable Indigenous artifacts.	Dangerous Roads	978-0884362593
Aventuras en la Ciudad	A collection of humorous short stories, vignettes that practice vocabulary and grammar in Context. Explores cultural topics.	Adventures in the City	978-0395147375

Course Overview: Spanish Language and Culture 5-6 utilizes thematic units from Spanish literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and political), demonstrating knowledge and understanding of content across disciplines. Students will increase their ability to comprehend and express themselves in Spanish in all modes of communication; reading, writing, listening. They will learn to function in real-life situations, will be able to comprehend speakers of the target language, and will read authentic materials on a variety of topics with scaffolded support. Students will communicate in a more spontaneous manner. With a broader understanding of regional and local cultures, students will be able to compare and contrast their home culture and the target culture. At the end of the course, students will demonstrate skills in the intermediate range of proficiency across the communication standards as outlined in the California World Languages Standards.

Unit 1: Food in the Hispanic World

(3-5 weeks)

CCSS: RL 4, RL 6, RL 7, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: How food choices are influenced by cultural factors and geography?

Students will gain an understanding of meals and preparations through Hispanic ingredients, preparation and meal times . Students will explore cultural influences and compare to their community.

Functions will include formal commands, the present subjunctive, negative formal commands.

Sample Assignment: Students will research and present a popular meal from a Spanish-speaking community that includes both ingredients, recipe, and how it reflects their cultural values and/ or geographic location.

Unit 2: Health and Well-being

(3-5 weeks)

CCSS: RL 6, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: What factors influence a healthy lifestyle?

Students will explore how health, well-being, and medical care are a reflection of a community's lifestyle and healthcare that is available. Students explore sports, physical activities, preferred medical treatments and means of transportation. Functions will include more uses of subjunctive.

Sample Assignment: students will research, write and present healthy physical activities unique to a Spanish-speaking community such as: windsurfing in Venezuela, surfing in Puerto Rico, mountain climbing in Mexico, skiing in Argentina and Spain, etc...

Unit 3: Rites of passage and celebration

(3-5 weeks)

CCSS: RL 6, RL 2, RI 4, RI 6, W 1, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: What role does religion or faith influence have in the celebrations and rites of passage in Spanish speaking regions and countries?

Students will be able to discuss the various celebrations that accompany each rite of passage and events such as baptism, marriage, and death in Spanish-speaking countries. Students will also discuss other family celebrations and research the products, practices and perspectives for these.

Sample Assignment: Students will research, write, and present a cultural comparison on cultural rites of passage between a Spanish-Speaking community and one the students know well. They will identify the rite of passage and community. Will detail what each community does. Students will also explain how what each community does for the rite of passage reflects what they value, believe, feel or think.

Unit 4: Modern Life and Responsibilities

(3-5 weeks)

CCSS: RL 6, RI 1, RI 4, RI 6, W 1, W 2, W 4, W 6, W 7, SL 1, SL 5, L 1, L 2, L 4, L 6

Essential Question: How does a person balance their personal responsibilities with their role in the family and social unit?

Students will gain an understanding of their personal and public roles. Students learn about roles in family life as experienced in Spanish-speaking countries. They will explore how these responsibilities and expectations change as they gain their independence.

Functions will include additional uses of the subjunctive, and perfect tenses.

Sample Assignment: Students write an email to the study abroad student whom they will host to explain their daily routines, chores, and each person's responsibilities and expectations.

Unit 5: Politeness and courtesy in Hispanic countries

(3-5 weeks)

CCSS: RL 7, RL 6, RI 1, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: Why is it important to be aware of different manners, gestures, and behaviors in communities when interacting with others?

Students will explore customs that are considered good manners in Hispanic communities. They will learn about the different expectations for how to act courteously in a variety of settings. Students will review the importance of addressing peers and adults in the appropriate registers as well as discuss differences according to regions.

Sample Assignment: Students will write a script and create a video illustrating good manners according to the customs of Spanish culture.

Unit 6: Travel and Ecotourism

(3-5 weeks)

CCSS: RL 6, RI 1, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question: How does ecotourism benefit the environment, culture and economy of the local community?

Students will research and learn about options and benefits to ecotourism. They will discuss the importance of nature, different modes of transportation, and the unique way of life of some indigenous people in Spanish speaking countries and the indigenous peoples.

Sample assignment: Students research and present an option for ecotourism in a Spanish-speaking community. Students may include housing, meals, transportation and activities that are eco-friendly.

Interpretive skill: Students will watch video clips and read authentic resources on ecotourism.

Presentational writing: Students will create a pamphlet or slide deck about the ecotourism in a Spanish community.

Presentation speaking Students will present their ecotourism vacation to the class.

Unit 7: The Arts and Life

(3-5 weeks)

Essential Question: What role does art have in the community?

Students will learn basic technical vocabulary and expressions needed to interpret, analyze and discuss literature and other visual arts. They will study, interpret and relate art pieces and literature in order to identify different movements, styles or historical events.

Sample assignment: Students will create their own interpretation of a painting by a Hispanic artist for a gallery walk or a literature piece. Students will have a choice to research and present a work of art or literature to answer the essential question. They will create a poster with several images to show their analysis of the work.

Interpretive skill: Students will watch and read sources, articles, websites, etc... on the work of art or literature in Spanish.

Presentational writing: Students will write a speech on their work or art or literature from a Spanish community.

Presentation speaking Students will present their work of art or literature to the class to various teams that come.

Unit 8: Latinos in the United States

(3-5 weeks)

Essential Question: How have Latinos/Hispanic people contributed to modern life in the United States? How have contributions of Hispanics influenced the culture of the United states?

Students will explore how Hispanics have made significant contributions and have had an impact in various fields such as science, technology, art, music, and fashion. They will gain an understanding of the prevalence of Spanish language and culture through these contributions.

Sample Assignment: Students will read and examine biographies, authentic artifacts and advertisements for products from Spanish-Speaking countries and critically analyze how culture has been transmitted through those mediums.

Unit 9/10: Spanish in Careers and the Global Economy

(3-5 weeks)

Essential Question: How will using Spanish benefit you and the global community professionally and economically?

Students will learn technical, business, and other vocabulary to discuss careers and trades. They will also learn the importance of knowing Spanish and/or another language in today's globalized economies and business world.

Sample assignment: Students will interview or research professions or professionals in the community who use Spanish.

Interpretive skill: Students will interview, watch and read sources, articles, websites, etc... on the profession and / or professional.

Presentational writing: Students will write a resume.

Presentation speaking: Students will present the class to various teams that come.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 7

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

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

Each year, the Board President assigns Board members to various committees and other representative functions. Attached is the final list of board assignments, which will be in effect through July 2024.

BOARD OF EDUCATION 2023-2024

DISTRICT-RELATED COMMITTEE & ORGANIZATION ASSIGNMENTS	Jennifer Freeman	Shant Sahakian	Ingrid Gunnell	Kathleen Cross	Nayiri Nahabedian
Supt's Facility Advisory Committee 5:30 via zoom, Mondays (week before the board meetings)			X		
California School Boards Association-Delegate Assembly (elected position)		X		X	
California Suburban School Districts (CALSSD) Via zoom, 10 a.m.			Rotate		X
City-GUSD: 2nd Thursday of alternate months with the GCLR, 4:00 p.m., (even months, beginning in February)	X	X			
Five-Star Education Coalition – 4 th Friday of month, 9 a.m., location TBD	X	X			
Glendale Civic Leaders Roundtable (GCLR): 2 nd Monday of every other month starting in January, 4:00 p.m., (odd months)	X	X			
CV/Montrose Civic Leaders/Tri-Chamber Legislative Meeting (2 nd Wednesday, odd months, 11 a.m. Briggs Sheriff's Station)	Rotate				
Glendale Education Foundation (2 nd Wednesday of the month, 8 a.m. Supt's Conference Room)			X		
LCAP Committee	Rotate				
Legislative Rep.- Supervisor Kathryn Barger (5th district)					X
Legislative Rep. – Senator Anthony Portantino		X			
Legislative Rep. – Assemblymember Laura Friedman	X				
Legislative Rep. – Assemblymember Wendy Carrillo			X		
Legislative Rep. – Congressman Adam Schiff (29th District)					X
Legislative Rep. – Congresswoman Judy Chu				X	
Los Angeles County School Trustees Association (LACSTA) Voting Representative – elected by the Board					
Los Angeles County Committee on School District Organization (elected by the Board)					X
Student Advisory Council – Liaison Monthly, 5:30 p.m.	X			X	

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

INFORMATION REPORT NO. 8

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

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

Resignations:

1. Aikob, Natasha Effective 8/25/23
Yard Duty Assistant
Columbus Elementary School
2. Barrera, Amanda Effective 6/08/23
Special Education Teacher
Roosevelt Middle School
3. Jurado, Meztli Effective 8/15/23
Special Education Teacher
Special Education
4. Kim, Alexander Effective 8/04/23
Science Teacher
Crescenta Valley High School
5. Leibner, Joshua Effective 6/08/23
English Teacher
Hoover High School
6. Lemus, Tania Effective 8/14/23
Behavior Intervention Assistant
Special Education Department

Resignations: - Continued

- | | | |
|-----|--|-------------------|
| 7. | Martinez, Barbara
Custodian I
Fremont Elementary School | Effective 8/04/23 |
| 8. | Meymaryan, Akop
Payroll Technician
Financial Services Department | Effective 9/15/23 |
| 9. | Nikolopoulos, Maria
Science Teacher
Glendale High School | Effective 8/25/23 |
| 10. | Oh, Junnie
Electives & Science Teacher
Rosemont Middle School | Effective 8/03/23 |
| 11. | Policky, Naeiri
Teacher Specialist
Hoover High School | Effective 7/24/23 |
| 12. | Pulido, Paula
Education Assistant II
Marshall Elementary School | Effective 6/09/23 |
| 13. | Rodriguez, Ivan
Custodian I
Toll Middle School | Effective 8/11/23 |
| 14. | Salas-Noori, Aydee
Early Education Teacher
Marshall Elementary/CDCC | Effective 8/15/23 |
| 15. | Sargsyan, Naira
Education Assistant Intensive Support
Special Education Department | Effective 6/08/23 |
| 16. | Semerdjian, Elizabeth
Education Assistant I
Horace Mann Elementary School | Effective 8/28/23 |

Resignations: - Continued

- | | | |
|-----|---|-------------------|
| 17. | Tashchian, Ani
ELA/ELD Teacher
Toll Middle School | Effective 8/11/23 |
|-----|---|-------------------|

Retirements:

- | | | |
|----|---|--|
| 1. | Beshlian, Alice
5 th Grade Teacher
Mann Elementary | Effective 7/01/23
34 years of service |
| 2. | Buyer, James
Electives Teacher
Rosemont Middle School | Effective 6/09/23
22 years of service |
| 3. | Khodadadians, Aydeh
Accounting Technician
CTE Department | Effective 9/01/23
28 years, 9 months of service |

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

PREPARED BY: Craig Larimer, Financial Analyst
Karineh Savarani, Director, Financial Services

SUBJECT: **Summary of Revenue and Expenditures for 2022-23
(Unaudited Actuals) and Technical Corrections to the 2023-24
Adopted Budget**

The Interim Superintendent recommends that the Board of Education approve the unaudited summary of District revenue and expenditures for 2022-23 and resulting technical corrections to the 2023-24 adopted budget.

Education Code 42100 requires the governing board of each school district to provide the county office of education a report of all revenues and expenditures for the preceding fiscal year. This report must also include any resulting corrections to the 2023-24 adopted budget. Although the prior fiscal year formally ended on June 30, final accounting tabulations are not generally completed by the District and the Los Angeles County Office of Education (LACOE) until the end of August.

The attached State report (Attachment "A") provides information for both 2022-23 and 2023-24. For the September submission, the LACOE and the California Department of Education only require data for the previous fiscal year. The full State report will be posted on the GUSD website.

The September technical corrections to the 2023-24 budget make adjustments for any variance between the 2022-23 Ending Fund Balances projected in the June 2023-24 Adopted Budget and the actual ending balances in the 2022-23 Unaudited Actual Report. The fund balance of each District fund is noted in Attachment "B" to this report.

Unrestricted General Fund

In the 2023-24 June Budget Adoption, the projected Ending Fund Balance for 2022-23 was \$18.2 million, of which \$1 million was committed. The projected Ending Fund Balance did not include a projection for all carryovers or reserves.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 1

Page 2

The 2022-23 Ending Fund Balance, when we closed the books, was \$19 million, of which \$0.4 million is committed.

The \$19 million 2022-23 Ending Fund Balance for the Unrestricted General Fund includes the following components:

2022-23 Unrestricted General Fund Balance		
Unrestricted General Fund	Projected As of June 20, 2023	Final
Designated for Economic Uncertainty	\$ 13,159,350	\$ 12,289,531
Revolving Cash, Warehouse, GASB 87	1,180,429	1,362,386
Reserve for School Site & Program Carryovers	2,853,494	5,064,381
Committed Reserve	1,026,217	362,905
Total Unrestricted General Fund Balance	\$ 18,219,490	\$ 19,079,203

It is important to note that the change in the “Committed Reserve” was approximately \$0.7 million. This is the only change that will affect the multi-year projection. The differences in the reserves will be adjusted by the First Interim in 2023-24.

Due to a higher than projected ending balance in 2022-23, STRS and PERS adjustments, revised LCFF Funding Variables, there will be future budget adjustments in 2023-24 and the multiyear projected budget.

Road Ahead

- Future Funding – Unstable COLA%, UPP, and Enrollment 
- 2023-24 First Interim Report – December 2023
- Governor’s January 2024-25 Budget Proposal

TO SUPPORT 2023-2024 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.

Attachment A

Unaudited Actuals
General Fund
Unrestricted and Restricted
Expenditures by Object

Glendale Unified
Los Angeles County

19 64558 000000
Form 01
D8A2551(GUG)(2023-23)

Description	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES							
1) LCFF Sources							
2) Federal Revenue	16,344.78	31,636,009.50	31,652,354.28	200,000.00	19,397,594.00	19,597,594.00	-41.2%
3) Other State Revenue	8,749,714.48	101,732,084.99	110,481,799.47	7,718,538.00	93,255,924.00	100,974,462.00	-62.9%
4) Other Local Revenue	7,017,484.80	10,472,444.99	17,489,929.79	5,519,383.00	10,111,833.00	15,631,216.00	-10.0%
5) TOTAL REVENUES	293,070,716.16	143,842,539.48	436,913,255.64	311,311,099.00	61,795,351.00	373,106,450.00	-14.6%
B. EXPENDITURES							
1) Certificated Salaries	122,124,067.63	36,381,017.31	158,505,084.94	114,562,122.00	33,723,435.00	148,285,557.00	-6.4%
2) Classified Salaries	30,440,505.15	19,793,577.94	50,234,083.09	32,273,912.00	20,472,923.00	52,746,835.00	5.1%
3) Employee Benefits	70,638,576.50	39,219,988.36	109,858,564.86	73,863,496.00	27,033,696.00	100,897,192.00	-8.2%
4) Books and Supplies	6,344,949.16	7,868,573.56	14,213,522.72	4,676,097.00	4,655,275.00	9,331,372.00	-34.3%
5) Services and Other Operating Expenditures	34,877,141.48	34,211,974.41	69,089,115.89	23,751,394.00	29,325,069.00	53,076,463.00	-23.2%
6) Capital Outlay	2,877,513.43	1,907,255.64	4,784,769.07	197,395.00	54,102.00	251,497.00	-94.7%
7) Other Outgo (excluding Transfers of Indirect Costs)	953,951.27	1,082,734.43	2,036,685.70	220,000.00	530,000.00	750,000.00	-63.9%
8) Other Outgo - Transfers of Indirect Costs	(2,214,337.72)	1,678,072.74	(536,265.48)	(1,421,597.00)	990,597.00	(441,000.00)	-17.8%
9) TOTAL EXPENDITURES	266,082,506.91	142,063,197.89	408,145,704.80	248,122,809.00	116,775,096.00	364,897,905.00	-10.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)	26,988,209.25	1,759,341.59	28,747,550.84	63,188,290.00	(54,979,745.00)	8,208,545.00	-71.4%
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out	0.00	1,485,316.91	1,485,316.91	0.00	3,842,773.00	3,842,773.00	158.7%
2) Other Sources/Uses							
a) Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	(48,737,966.05)	48,737,966.05	0.00	(58,326,499.00)	58,326,499.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES	(48,737,966.05)	47,252,649.14	(1,485,316.91)	(58,326,499.00)	58,326,499.00	(8,942,773.00)	158.7%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)	(21,749,756.80)	49,011,990.73	27,262,233.93	4,861,791.00	(496,019.00)	4,365,772.00	-84.0%
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	40,828,969.60	17,393,117.54	58,212,077.14	19,079,202.80	68,395,108.27	85,474,311.07	46.8%
b) Audit Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Unaudited Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			40,828,959.60	17,383,117.54	58,212,077.14	19,079,202.80	66,395,108.27	85,474,311.07	46.8%
d) Other Restatements		9796	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,828,959.60	17,383,117.54	58,212,077.14	19,079,202.80	66,395,108.27	85,474,311.07	46.8%
2) Ending Balance, June 30 (E + F1e)			19,079,202.80	66,395,108.27	85,474,311.07	23,940,993.80	65,899,089.27	89,840,083.07	5.1%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	70,000.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.0%
Stores		9712	203,903.50	0.00	203,903.50	203,903.50	0.00	203,903.50	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	1,088,482.00	0.00	1,088,482.00	1,088,482.00	0.00	1,088,482.00	0.0%
b) Restricted		9740	0.00	66,395,108.27	66,395,108.27	0.00	65,899,089.27	65,899,089.27	-0.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	362,905.30	0.00	362,905.30	362,905.30	0.00	362,905.30	1,677.9%
d) Assigned									
Other Assignments		9780	5,064,381.00	0.00	5,064,381.00	5,064,381.00	0.00	5,064,381.00	0.0%
Carry-Over	0000	9780	4,890,426.62	0.00	4,890,426.62	4,890,426.62	0.00	4,890,426.62	0.0%
Carry-Over	0000	9780							
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	12,289,531.00	0.00	12,289,531.00	11,062,221.00	0.00	11,062,221.00	-10.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	42,761,113.30	61,064,545.71	103,825,659.01				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	70,000.00	0.00	70,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	2,765,152.90	42,772,086.25	45,537,239.15				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	203,903.50	0.00	203,903.50				

GLENDALE UNIFIED SCHOOL DISTRICT

ATTACHMENT B

2022-23 Unaudited Actual Fund Balance With Adjustments

September 12, 2023

CDS Code: 64568

District: Glendale Unified

Fund Name	SACS Fund#	2022-23 Estimated Actuals End. Balance	2022-23 Unaudited Actuals End. Balance	2023-24 BUDGET ADJUSTMENT (Cols D-C)
(A)	(B)	(C)	(D)	(E)
General - Unrestricted	01U	18,219,491	19,079,203	859,712
General - Restricted	01R	33,363,169	66,395,108	33,031,939
Student Activity Spec. Rev.	08	2,423,966	2,497,061	73,095
Charter Schools Spec. Rev.	09			
Special Education Pass-Through	10	0	0	0
Adult Education	11			
Child Development	12	569,373	1,022,058	452,685
Cafeteria (Special Revenue)	13	6,836,044	13,534,973	6,698,929
Deferred Maintenance	14	5,559,838	5,628,735	68,897
Pupil Transportation	15			
Spec Resv - Non Cap Proj.	17			
Foundation Special Revenue	19			
Postemployment Benefits	20			
Measure S Projects Fund	21.1	66,567,096	73,479,880	6,912,784
Clean Renewable Energy Bonds	21.2	76,371	77,046	675
Capital Facilities (Developer Fees)	25	11,507,584	12,620,301	1,112,717
Lease Purchase	30			
County Schools Facilities (State Bond)	35	5,037,977	79,358	(4,958,619)
Capital Projects - District Projects	40.1	20,747,269	20,823,641	76,372
Capital Projects - Food Service	40.2	772,180	784,320	12,140
Blended Components	49			
Bond Interest and Redemption	51	17,325,351	18,658,924	1,333,573
Tax Override	53			
Debt Service / COP Repayment	56	67,888,289	65,995,810	(1,892,479)
Foundation Permanent	57			
Cafeteria (Enterprise)	61			
Other Enterprise	63			
Warehouse Revolving	66			
Health & Welfare (Vision & Dental)	67.0	11,771,018	11,114,596	(656,422)
Workers' Compensation	67.1	4,307,221	5,501,932	1,194,711
Early Retirement Benefits	67.2	1,212,685	1,480,623	267,938
Retiree Benefits	71			
Article XIII-B	72			
McLennan & Other Scholarships Trust	73	336,199	335,553	(646)

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

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

SUBJECT: **Approval of Agreement with CDW to Renew Google Workspace for Education Plus Subscription**

The Interim Superintendent recommends that the Board of Education approve an agreement with CDW in the amount of \$97,094.13 for the subscription renewal of Google Workspace for Education Plus Subscription for Gmail, Classroom, Security Center, Meet, and Originality Reports.

GUSD has benefited from its Google subscription for several years, beginning with the transition of the email system to Gmail in 2013, followed by the adoption of Google Drive and Docs for collaboration and file storage capability. The products and services were initially free for educational institutions. In 2020, GUSD began paying for a subscription for an additional service, Originality Reports, which is a tool to help teachers identify plagiarism.

Google has changed their pricing structure which is now based on student enrollment for most of their subscription options. The free subscription option only applies to school districts with less than 10,000 students and provides less online storage than GUSD is currently using. The subscription option that provides the features currently used by GUSD is called Google Workspace for Education Plus. Google Workspace for Education Plus is a comprehensive suite of productivity tools and services that have been instrumental in supporting GUSD's educational objectives. It provides tools beyond Gmail and Google Drive, including Google Classroom for classroom and assignment management, Security Center to proactively prevent threats and provide audit logs, Google Meet as an alternative to Zoom video conferencing, Originality Reports, and sufficient online storage to meet GUSD's current needs. Competitive pricing is available through CDW Education via the CITE & Google program (CGWE) which is a California statewide purchasing contract for Google Workspace for Education.

It is recommended to approve the renewal of the Google Workspace for Education Plus subscription with CDW for one year in the total amount of \$97,094.13, which will be funded by the Educational Technology & Information Services budget.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.*

TO SUPPORT 2023-2024 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.*



CDW Customer Service Order Form

Google Workspace for Education

Seller	CDW Government LLC
Seller Address	200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer	Glendale Unified School District
Subscription Term Start Date	Upon Service Activation

NAME	PRICE	QTY	SUBTOTAL
Google Workspace for Education Plus	\$4.01	24213	\$97,094.13
CITE Contract Pricing			
Google Workspace for Education Plus	\$0.00	6053	\$0.00
Total			\$97,094.13

Google Workspace Add-On Products/Services	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee
		Monthly	\$	\$

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees* \$ _____

* These are estimated monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.
 + In addition to the Monthly Service Fee, Customer will be responsible for any international voice services, which will be charged at Google's published international calling rates, which can be accessed here [Calling Rates](#).

Customer Technical Contact rganiron@gusd.net

Phone Number

Email address rganiron@gusd.net

Off-Domain Email Address

Google App Domain gusd.net

NCES ID (If applicable) 615240

Order Type (If applicable)

Subscription Term Fee Total: \$\$97,094.13

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. CANCELLATION POLICY FOR GOOGLE VOICE – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

6. NON-CANCELLABLE/NON-REFUNDABLE – Except as set forth above for the Google Voice services, the Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

7. GOOGLE REQUIRED TERMS:

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

(If not signing electronically, please sign, print your name and date below)

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance
Barbara Howard, Director, Procurement and Contract Services

SUBJECT: **Approval to Use the CMAS Contract No. 4-20-00-013A for the Purchase and Installation of Synthetic Turf from Asphalt, Fabric and Engineering, Inc., DBA AFE Sports at Glendale High School**

The Interim Superintendent recommends that the Board of Education approve the purchase and installation of synthetic turf with Asphalt, Fabric and Engineering, Inc., DBA AFE Sports by using the CMAS contract, Contract No. 4-20-00-013A for the Glendale High School synthetic turf purchase and installation in the amount of \$1,086,311.

Glendale Unified School District is a member of CMAS, which is a national cooperative purchasing group. CMAS awarded the contract for the purchase and installation of AstroTurf Synthetic Turf to Asphalt, Fabric and Engineering, Inc., DBA AFE Sports.

Staff is recommending the approval to use the CMAS contract #4-20-00-013A awarded to Asphalt Fabric and Engineering, Inc., DBA AFE Sports for the purchase and installation of 80,000 square feet of new AstroTurf Synthetic Turf RootZone 3D52 and 7,617 square yards of Rekortan RS track system at the Glendale High School stadium field. Pursuant to California Public Contract Code 10298, a school district or public agency can use a cooperative bidding if it is in the district's best interest. Asphalt Fabric and Engineering, Inc., DBA AFE Sports uses only certified, factory-trained installers for the installation of this synthetic turf and track system, which will ensure student safety and warranty of this equipment.

The total amount for purchase and installation at the Glendale High School stadium field synthetic turf and track system is \$1,086,311. This also includes the removal of existing turf materials and regrading of existing field. This project will be funded by Routine Restricted Maintenance Account (RRMA) funds.

TO SUPPORT 2023-24 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

September 12, 2023

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance

SUBJECT: **Approval of Budget Adjustment for the Rosemont Middle School 6000 Building HVAC Project**

The Interim Superintendent recommends that the Board of Education approve a budget adjustment for Rosemont Middle School 6000 Building HVAC project in the amount of \$700,000 funded by Measure S – Rosemont 6000 Building HVAC Project funds

On January 17, 2023, the Board approved a project and budget allocation of \$2,300,000 for the completion of the Rosemont Middle School 6000 Building HVAC project, funded by Measure S Rosemont 6000 Building HVAC project funds.

Staff is recommending an additional budget adjustment in the amount of \$700,000 for unforeseen conditions and change orders that have incurred during construction. This additional budget adjustment will be funded by Measure S - funds, resulting in a total project budget of \$3,000,000.

TO SUPPORT 2023-2024 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

September 12, 2023

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Virginia Porter, Coordinator III, Health Services

SUBJECT: **Approval of Services Agreement with Covelo Group, Inc. for
Nursing Services**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Covelo Group, Inc. to provide nursing services for the 2023-24 school year at various school sites.

During the 2023-24 school year, GUSD will start to utilize the services of Covelo Group, Inc. for nursing services. GUSD has negotiated better pricing for the 2023-24 school year. Covelo Group, Inc. will provide nursing services in the health offices and related services at various school sites as needed based on this flexible agreement. Services will be paid from the general funds for 2023-24, in an amount not to exceed \$400,000.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and Covelo Group, 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 July 1, 2023 and will diligently perform as required and complete performance by June 30, 2024.

2. **Scope of Services**

Nursing services as requested by GUSD staff, at various school sites

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions:

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. Joint Employer

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

8. Contractor's Employee Processing

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Virginia Porter

Contractor:

Covelo Group, Inc.
5757 Wilshire Blvd. Suite 401
Los Angeles, CA 90036
ATTN: Bami Fajinmi

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

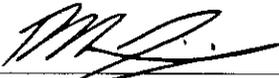
32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Covelo Group, Inc.

By: 
Signature

Bamidele Fajinmi
Print Name

Vice President, Educational Services
Title

Dated: August 25, 2023

By: _____
Signature

Print Name

Title

Dated: _____, 2023

*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: 20-5603359

Address: 5757 Wilshire Blvd. Suite 401
Los Angeles, CA 90036

Telephone: 310-779-4849

Email: bfajinmi@covelogroup.com

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: _____
Signature
Dr. Kelly King

Print Name

Assistant Superintendent Educational

Title

Dated: _____, 20²³

ADDENDUM B

“Cost Proposal”

Please see attached



ATTACHMENT "A"

Staffing Rates

Annual Rate Increase. An annual rate increase of three percent (3%) will be added to each service type listed below every year on July 1.

Mileage. Mileage will be charge at \$0.580 per mile when applicable.

Orientation. Rates listed below will be charged for all time spent during any required CLIENT orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours and two (2) times the regular billing rate for double-time, unless the applicable state law requires a different rate.

Rates. Charges will be based on the following hourly rate schedule effective as of the starting date of the term of this agreement. For the convenience of the parties, changes in rates may be made during the course of performance by mutual agreement of both parties in writing.

SERVICE	RATE (per hour)
Administrative Assistant/Contact Tracer	\$40 - \$50*
BCBA (BID Services)	\$60
Behavior Technician (w/ CPI)	\$50
Behavior Technician floater (w/ CPI)	\$53
CNA/Medical Assistant	\$35
Instructional Aide (IA)	\$40
LVN	\$53
LVN (floater)	\$56
Occupational Therapist	\$70 - \$90*
COTA	\$65 - \$75*
Para Educator	\$35
Para Educator (floater)	\$38
Physical Therapist	\$70 - \$90*
PTA	\$65 - \$75*
RN (credentialed)	\$70 - \$100*
RN (non-credentialed)	\$65 - \$80*
SLP	\$80 - \$100*
SLPA	\$65 - \$75*

**Actual rate will be determined on factors including candidate's experience, assignment duration, position requirements, and schedule.*

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: August 25, 2023

Name of Contractor: Covelo Group, Inc.

Signature: 

Print Name and Title: Bami Fajinmi, Vice President, Educational Services

(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: August 25, 2023

Name of Contractor or Company: Covelo Group, Inc.

Representative's Name and Title: Bamidele Fajinmi, Vice President, Educational &

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 Vice President of Covelo Group, 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 August 25, 2014 [date], at Los Angeles [city], CA [state].



Signature

Bami Fajinmi

Print Name

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

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: Covelo Group, Inc.

Signature: 

Print Name and Title: Bami Fajinmi, VP, Educational Services

Date: August 25, 2023

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

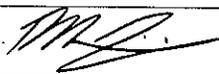
On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State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

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

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

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

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

Name of Contractor: Covelo Group, Inc.
Signature: 
Print Name and Title: Bami Fajinmi, VP, Educational Services
Date: August 25, 2023

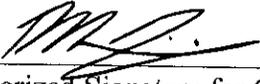
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

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

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

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

Dated this 25th day of August, 2023

By 
Authorized Signature for Contractor

Bami Fajinmi, Vice President, Educational Services
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Virginia Porter, Coordinator III, Health Services

SUBJECT: **Approval of Services Agreement with Vital Healthcare, Inc. for Nursing Services**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Vital Healthcare, Inc. to provide licensed vocational nurses or registered nurses as needed for coverage in school health offices during the 2023-24 school year.

During the 2023 summer and upcoming 2023-24 school year, GUSD will continue to utilize the services of Vital Healthcare, Inc. for nursing services. GUSD has negotiated better pricing for the school year. GUSD will continue to utilize Vital for nursing services in the health offices and related services as needed based on this agreement. Services will be paid from the general funds for 2023-24, not to exceed \$1,300,000.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
GLENDALE UNIFIED SCHOOL DISTRICT
AND
VITAL HEALTHCARE, INC.

THIS AGREEMENT ("Agreement"), effective July 1, 2023 ("Effective Date"), is between the GLENDALE UNIFIED SCHOOL DISTRICT ("DISTRICT"), and VITAL HEALTHCARE, INC. ("CONSULTANT"), a California corporation (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CONSULTANT represents that it is, and will continue to be for this Agreement's duration, a California corporation which employs or otherwise engages physicians, physician assistants, nurse practitioners, nurses, paramedics, phlebotomists, and other medical personnel (collectively, "Staff") who are duly registered or licensed to practice their respective professions in the State of California.

B. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, Staff, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

C. CONSULTANT desires to furnish and perform, and/or cause to be furnished and performed, professional services for DISTRICT, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out, and/or cause to be provided, engaged in or carried out, the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, DISTRICT engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which DISTRICT and CONSULTANT have entered into this Agreement. DISTRICT and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement shall commence on July 1, 2023, for a term of one (1) year, unless otherwise terminated or suspended ("Term"). DISTRICT may also extend this Agreement, at its sole discretion, for four (4) additional terms of one (1) year each on the same terms and conditions as set forth in this Agreement, not to exceed five (5) years total.

///

3.0 SERVICES

3.1. Scope of Work.

(A) CONSULTANT shall provide the Licensed Vocational Nurses or Registered Nurses upon DISTRICT's request to perform general school medical services to students, employees, officials, representatives, volunteers, and other persons as directed by the DISTRICT as well as provide general coverage in the school sites' health offices, which will include clerical duties as assigned by the DISTRICT ("Scope of Work"). Medical staff who are not licensed (i.e., Licensed Practical Nurses) must be approved by the Coordinator of Health Services or Assistant Superintendent of Educational Services prior to dispatching them to a site for an assignment.

(B) DISTRICT will use good faith efforts to provide CONSULTANT a request for service at least twenty-four (24) hours in advance of the desired commencement time to ensure appropriate Staff are assigned in a timely manner. Consultant shall not send any Staff to District's sites without a written request from the Coordinator of Health Services or Assistant Superintendent of Educational Services.

(C) DISTRICT shall provide CONSULTANT Staff with an adequate location and/or facilities, as well as incidental items such as tables and chairs, necessary for the administration of services set forth in subsection (A). DISTRICT will provide CONSULTANT with laptop(s) and internet connection for use by CONSULTANT Staff to register, log, and organize confidential data for services. CONSULTANT shall return laptop(s) to DISTRICT each day.

3.2. Written Authorization.

(A) CONSULTANT shall not make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from DISTRICT.

3.3. Professional Standard of Care. During this Agreement's Term:

(A) CONSULTANT and its subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

///

(C) When the Scope of Work requires or permits DISTRICT's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that DISTRICT's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by DISTRICT, of any responsibility— professional or otherwise— for the services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to DISTRICT, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1 **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a project manager. The project managers shall meet as needed to coordinate, review, and ensure CONSULTANT's performance under this Agreement. DISTRICT's project manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Staff.** CONSULTANT shall maintain a current list with the names, titles, and qualifications of its Staff who provide services under this Agreement. At any time, upon DISTRICT's request, CONSULTANT shall furnish that list to DISTRICT's project manager or a designee.

5.3. **Use of Agents or Assistants.** CONSULTANT may subcontract with or otherwise engage third parties ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between DISTRICT and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of DISTRICT. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the services under this Agreement. CONSULTANT shall provide the services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give DISTRICT the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

5.5. **Placement of Staff.** The PARTIES agree that the CONSULTANT is not an employment agency and this Agreement's intention is for temporary assignment of CONSULTANT Staff with DISTRICT, not permanent placement, nor employment of Staff with DISTRICT. CONSULTANT undergoes a rigorous human resources process to recruit and onboard highly qualified Staff to service various clients of CONSULTANT. In the event that DISTRICT procures the services of any Staff, Subconsultants or anyone employed directly or indirectly by CONSULTANT ("Hired Staff") outside the terms of this Agreement, beginning on the Effective Date until twelve (12) months after Hired Staff last provided services to DISTRICT, DISTRICT agrees to compensate CONSULTANT with a one-time placement payment ("Staff Placement Payment"). DISTRICT and CONSULTANT acknowledge that the Staff Placement Payment, as defined below, is fair compensation to CONSULTANT for the loss related to the financial and time investment associated with recruiting, training, and oversight of Hired Staff. Staff Placement Payment shall be calculated as eight (8) weeks of the prevailing hourly rate specified in Section 7.2 times forty (40) hours per week (8 x prevailing hourly rate x 40) of each Hired Staff.

5.6 **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics..

5.7 **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to DISTRICT under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of DISTRICT. In performing the services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. DISTRICT is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

5.9 **Fingerprinting and Criminal Background Check:** CONSULTANT 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. CONSULTANT shall return Exhibit A (attached hereto) to the DISTRICT attesting that all of its employees who shall be assigned to work at a school site have passed the fingerprinting/criminal background check. The DISTRICT will process CONSULTANT's employees in-house or will provide vouchers to cover the cost of the background check requirements.

6.0 **FACILITIES**

6.1. CONSULTANT shall travel to DISTRICT work locations to provide services pursuant to this Agreement.

7.0 **PAYMENT**

7.1. Payment for services to be rendered under this Agreement will be determined on a fee-for-service basis.

7.2. Charges are set forth below and shall be itemized separately on the invoices:

- (A) CONSULTANT will bill up to Ninety-Five and 00/100 Dollars (\$95.00) per Staff hour ("Base Rate"), worked, or a fraction thereof, for services requested by an authorized representative of DISTRICT. Notwithstanding anything to the contrary, the Base Rate will apply to all health office and specialty care roles, including all assignments that are door-to-door, ventilator care, during field trips or are after school. CONSULTANT will bill a rate of Sixty-Three and 00/100 Dollars (\$63.00) per Staff hour for semester-long regular 1-on-1 special needs care coverage, covered by Staff that are LVN or LPN, where the coverage is at least one month in length and the placement of the Staff continues uninterrupted through the end of the semester from when DISTRICT makes a formal semester-long request in writing. The Staff assigned for the formal semester-long request may remain in their original assignment, may be changed to an alternate similar assignment, or may be substituted by a different Staff member. In consultation with the DISTRICT, CONSULTANT will determine the distinction between specialty care and regular 1-on-1 special needs care roles.
- (B) Additional hour(s) of service over the eight (8) hour workday or forty (40) hour workweek for each Staff will be billed at an overtime rate of one- and one-half times (1.5x) the prevailing hourly rate specified in Section 7.2(A) per Staff hour, or a fraction thereof. Any overtime hours must have prior approval in writing from the DISTRICT's Coordinator of Health Services or Assistant

Superintendent of Educational Services; otherwise overtime rates will not be paid by the DISTRICT.

- (C) In the event that DISTRICT requires the services of CONSULTANT on DISTRICT holidays, DISTRICT agrees to pay CONSULTANT a holiday rate of one- and one-half times (1.5x) the prevailing hourly rate per Staff specified in Section 7.2(A) per Staff hour, or a fraction thereof, for the first eight (8) hours of service. Any additional hour, or a fraction thereof, over the eight (8) hours will be billed at a holiday overtime rate of two- and one-quarter times (2.25x) the prevailing hourly rate specified in Section 7.2(A). DISTRICT holidays include but are not limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- (D) CONSULTANT will bill DISTRICT a minimum of six (6) Staff hours for any request for service cancelled less than twenty-four (24) hours prior to the specified start time agreed upon by both PARTIES in advance.
- (E) In the event DISTRICT makes a service request less than twenty-four (24) hours prior to its desired commencement time ("Short Notice Requests"), CONSULTANT will bill DISTRICT for a full six (6) hour workday regardless of the actual length of the deployment, even if this service request is subsequently canceled by DISTRICT. Short Notice Requests incur an increase of ten percent (10%) of fees listed in Section 7.2(A) through (F) for the first day of deployment. Notwithstanding anything to the contrary, rates related to Short Notice Requests are not eligible for the discounted rates in Section 7.2(A) for the first day of deployment.
- (F) In the event DISTRICT cancels a service request less than forty-eight (48) hours prior to its desired commencement time, CONSULTANT will bill DISTRICT for a four-hour shift.
- (G) Time spent by CONSULTANT Staff outside of a scheduled shift for orientation and training conducted by the DISTRICT, inclusive of any mandatory training programs or modules, will be billed at the prevailing hourly rate specified in Section 7.2(A) through (F).

7.3. Except as set forth in Sections 7.1 and 7.2, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the services.

7.4. CONSULTANT may increase its rates at the beginning of each fiscal year by a percentage equal to the higher of 3% or the annual percentage change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area. If the annual percentage change in the CPI is 3% or less, the rates may be increased by 3%. Any rate increase must be negotiated and approved by the DISTRICT.

7.5. If DISTRICT requires additional work not included in this Agreement, CONSULTANT and DISTRICT shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.6. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, city) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.7. **Invoices.** CONSULTANT shall submit invoices to DISTRICT for approval before receiving compensation. All invoices must include a summary of total costs and all back-up evidence of hours worked by each Staff.

8.0 AUDIT BY DISTRICT

8.1. During this Agreement's Term and for a period of twelve (12) months after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit DISTRICT or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide DISTRICT with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, DISTRICT.

9.2. **Ownership and Use.** CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. Intellectual Property.

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product in performing the services under this Agreement, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

9.4. **Confidentiality.** Both PARTIES shall not use any information obtained from the services performed in this Agreement for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without mutual agreement between DISTRICT and CONSULTANT, either PARTY shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the services or the work that DISTRICT assigns to CONSULTANT or to which CONSULTANT has access. Notwithstanding the foregoing, CONSULTANT may disclose the existence of this Agreement, its contents, and aggregated statistics regarding the services provided or any other information that may be required by law. CONSULTANT and DISTRICT shall maintain confidentiality of any

protected health information that they each obtain and which is protected by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), or under similar California law, Protected Health Information (PHI).

10.0 CONFLICT OF INTEREST

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's Staff are not currently officers, agents, employees, representatives, or elected officials of DISTRICT;

(B) CONSULTANT will not employ or hire a DISTRICT officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) DISTRICT officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform DISTRICT about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to DISTRICT, and during this Agreement's Term, CONSULTANT shall furnish DISTRICT with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements."

CONSULTANT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONSULTANT's fulfillment of any of its obligations under this Agreement or either PARTY's use of the work of any component or part thereof:

(A) Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence

\$ 5,000 medical expenses

\$1,000,000 personal & advertising injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

(B) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONSULTANT's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.
Part A—Statutory Limits

Part B—\$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

(C) Errors & Omissions (Professional Liability) coverage with the following limits:

\$1,000,000 per occurrence/\$1,000,000 aggregate

- (D) CONSULTANT, upon execution of this Agreement and periodically thereafter upon request, shall furnish DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name DISTRICT as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONSULTANT and shall be deemed included in CONSULTANT's obligations under this Agreement at no additional charge.
- (E) Waiver of Subrogation. CONSULTANT hereby grants to DISTRICT entities, a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against DISTRICT, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. CONSULTANT shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- (F) The DISTRICT shall provide CONSULTANT a copy of its certificate of insurance, naming CONSULTANT as additional insured.

12.0 INDEMNITY

12.1 Notwithstanding any language to the contrary in this Agreement or any exhibit(s) to this Agreement, CONSULTANT shall indemnify DISTRICT and DISTRICT shall indemnify CONSULTANT as follows:

12.2 General Indemnity

(A) To the fullest extent allowed by the law, CONSULTANT shall indemnify and hold harmless DISTRICT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or may cause to arise by the gross negligence of CONSULTANT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it. To the fullest extent allowed by the law, DISTRICT shall indemnify and hold harmless CONSULTANT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or may cause to arise by the negligence of DISTRICT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it.

(B) This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the indemnitee(s).

///

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events (each an "Event of Default"):

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained Staff, or licensed Staff, or both, to perform the services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires; or

(B) CONSULTANT, or its Staff, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order applicable to the performance of the services hereunder or otherwise in connection with this Agreement;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying DISTRICT, or without DISTRICT's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying DISTRICT, or without DISTRICT's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) DISTRICT, or its Staff; or both—whether partially, fully, temporarily, or otherwise refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or

provision of this Agreement; or if DISTRICT institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency proceeding.

13.2. **Notice of Default.** If an Event of Default has occurred, the non-defaulting PARTY may give written notice to the other PARTY specifying the Event of Default and the defaulting PARTY shall have thirty (30) days to remedy the Event of Default after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** If, within thirty (30) days after receiving a Notice of Default, the defaulting PARTY has not remedied the Event of Default, or if the defaulting PARTY does not commence steps to remedy the Event of Default to the other PARTY's reasonable satisfaction, the non-defaulting PARTY may exercise any one or more of the following remedies:

(A) In whole or in part and for any length of time, immediately suspend this Agreement until such time as the defaulting PARTY has remedied the Event of Default;

(B) The non-defaulting PARTY may immediately terminate the Agreement upon written notice to the defaulting PARTY;

(C) The non-defaulting PARTY may exercise any other legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking specific performance by the defaulting PARTY of all or any part of this Agreement; or

(2) Recovering damages resulting from the Event of Default; or

(D) The non-defaulting PARTY may pursue any other available lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, DISTRICT or CONSULTANT may terminate this Agreement at any time without cause and without liability upon sixty (60) days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. DISTRICT shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor DISTRICT has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with DISTRICT's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If DISTRICT or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

14.7. **Further Assurances.** Upon DISTRICT's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to DISTRICT and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of DISTRICT and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without DISTRICT's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without DISTRICT's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If DISTRICT consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.** Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT to perform the services under this Agreement.

14.11. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, DISTRICT or CONSULTANT may change the place, or facsimile number, for giving notice.

DISTRICT: Glendale Unified School District
Attn: David V. Greco
General Counsel
223 North Jackson Street
Glendale, CA 91206
Tel. No. (818) 241-3111 ext. 1271

CONSULTANT: Vital Healthcare, Inc.
Attn: Taguhi Sogomonyan
President
701 North Brand Blvd., Suite 850
Glendale, CA 91203
Tel. No. (818) 963-5648
Fax. No. (818) 582-8207

14.12. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.5, 5.6, 5.7, 5.8, 5.9, 7.1, 7.6, 8.1, 9.1, 9.2, 9.3, 9.4, 11.1, 12.1, 12.2, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.11 survive this Agreement's expiration, cancellation, or termination.

14.13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.14. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document.

14.15. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

DISTRICT:

By: _____
David V. Greco
General Counsel

CONSULTANT:

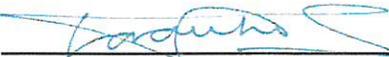
By:  _____
Taguhi Sogomonyan
President

EXHIBIT "A"

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: 8/22/2023

Name of Contractor or Company: Vital Healthcare, Inc.

Representative's Name and Title: Taguhi Sogomonyan, President

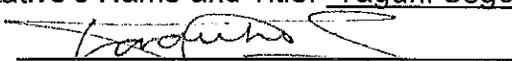
Signature: 

Exhibit B
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: 8/22/2023

Name of Contractor: Vital Healthcare, Inc.

Signature:  _____

Print Name and Title: Taguhi Sogomonyan, 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 "C"

TUBERCULOSIS CLEARANCE

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

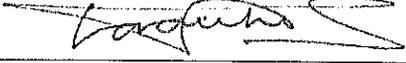
I am a representative of the Vital Healthcare, Inc. ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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.

Name of Contractor: Vital Healthcare, Inc.

Signature: 

Print Name and Title: Taguhi Sogomonyan, President

Date: 8/22/2023

EXHIBIT "D"
GOVERNOR EXECUTIVE ORDER N-6-22

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

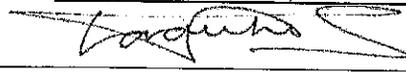
Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-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

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

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

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

Name of Contractor: Vital Healthcare, Inc.

Signature:  _____

Print Name and Title: Taguhi Sogomonyan, President

Date: 8/22/2023

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Stepan Mekhitarian, Director, Innovation, Instruction, Assessment & Accountability

SUBJECT: Approval of College Board Contract Renewal for 2023-2024

The Interim Superintendent recommends that the Board of Education approve a contract between the College Board and Glendale Unified School District in the amount of \$46,711.80 (actual total to be based on enrollment) for the Preliminary SAT/National Merit Scholarship Qualifying Test Early Participation Program in the 2023-2024 school year.

The Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) is a practice version of the SAT exam administered by the College Board. The PSAT can be taken once per year and many students take the test in both 10th and 11th grade. Earning a high score on the PSAT in 11th grade can qualify students to receive a National Merit Scholarship. One hundred and eighty million dollars in merit scholarships are awarded to students each year. The PSAT is 2 hours and 45 minutes long and tests skills in reading, writing, and math.

Since 2018-2019, the District has covered the cost of the PSAT/NMSQT for 10th and 11th graders at Clark Magnet, Crescenta Valley High, Glendale High, and Hoover High. For the 2023-2024 school year, the District will once again cover the cost of the PSAT/NMSQT for both grades.

The contract period is from July 1, 2023, through June 30, 2024. The total cost of the test for both grades is \$46,711.80, which reflects a savings of \$13,732.20 due to contract pricing and will be paid by Educational Services funds.

Glendale Unified School District
Action Report No. 7
September 12, 2023
Page 2

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00035280**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is effective upon fully execution ("Effective Date"), by and between Glendale Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2023 and, unless sooner terminated as provided herein, will expire on June 30, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all Services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services .

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.



5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its



reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Kelly King
Assistant Superintendent
Glendale Unified School District
223 North Jackson Street
Glendale, CA 91206-4334
Tel: (818) 241-3111
kking@gusd.net

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the Services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties,



limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



GLENDALE UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Signature

DocuSigned by:

Priscilla Rodriguez

5580F7A4006D4D1...

Signature

Kelly King

Name

Priscilla Rodriguez

Name

Assistant Superintendent

Title

Senior Vice President, College Readiness Asses

Title

Date

08/21/2023

Date

**PSAT/NMSQT®
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®¹ provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide
- b. PSAT/NMSAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT/NMSQT Test Coordinator Guide.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

¹ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <http://sat.org/COVID19>.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's

Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

1. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing.** Client has agreed to administer the PSAT/NMSQT to registered students selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT Test Coordinator Guide and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
 - b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
 - c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
 - d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and www.nationalmerit.org.
 - e. Score Reporting to Students.
 - f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
 - h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including



- to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
 - b. Assistance with completing required forms such as AI Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.



Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

- Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

- Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

- Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the PSAT/NMSQT assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

- Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary ²	Procurement ³
Name:	Stepan Mekhitarian	Barbara Howard
Title:	Coordinator, Assessment & Accountability	Director
Address:	223 North Jackson Street	223 N Jackson St
City/State/Zip:	Glendale, CA 91206-4334	Glendale, CA 91206-4334
Phone:	(818) 241-3111	818-241-3111
Fax:		
Email:	smekhitarian@gusd.net	bhoward@gusd.net

² This is the person to whom College Board should direct primary communications.

³ This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.



Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)

College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application that students can download from the App Store to access Educational Services.

SCORE INFORMATION: In the App, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that College Board has with Client's school, district, or state, as applicable (collectively, 'Covered Assessments').

RECOMMENDATIONS: In the App, College Board will provide students with educational information and recommendations about college and career options including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ('Eligible Institutions') based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections is entirely optional, and students must affirmatively opt-in if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt-out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App, by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, 'Messages'). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or webform hosted by that college. College Board may track students access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. **College Board never shares students' personally identifiable information with Eligible Institutions as part of Connections.**

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages.

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on your students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection and Use of Data' section. College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they so choose. **All questions are optional.** More information about College Board's Privacy Policies is located at <https://privacy.collegeboard.org/?navId=gf-pp>.

Questions include the following:

- Home/Mailing Address
- Mobile Phone Number
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App and authenticate into the App, about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student's phone number authenticates the student into the App. College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
 - If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose *not* to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for *all* Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to BigFuture[®] and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments <https://privacy.collegeboard.org/>.



Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. Client agrees that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

*Not offered in New York at this time. There may be other exclusions.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2023	July 1, 2023	June 30, 2024	3,358	\$18.00	\$60,444.00	\$13,732.20	\$46,711.80

Subtotal: \$60,444.00

Total Discount: \$13,732.20

Total Cost: \$46,711.80

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Agreement for Contract No. CCTR-3108, Amendment 01, with the California Department of Social Services, for Child Care and Development Services for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education enter into a local agreement for Child Development Services with the California Department of Social Services and accept funds for these services in the amount of \$3,094,303. This contract provides funds for subsidized child care for the 2023-2024 school year.

The California Department of Social Services (CDSS) has submitted a contract to enter into a local agreement with the Glendale Unified School District for the purpose of providing child care and development services in the amount of \$3,094,303. The funding received will support the General Child Care and Development program (CCTR) from July 1, 2023, through June 30, 2024.

TO SUPPORT 2023-24 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 9

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Services Agreement with HeyTutor, Inc.**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between the Glendale Unified School District and HeyTutor, Inc. to provide support to the Child Development and Child Care program not to exceed a total of \$2,017,875 for the 2023-2024 school year.

In order to provide sufficient instructional support and afternoon coverage for the Child Development and Child Care (CDCC) Program, it has been determined that GUSD will renew their contract with HeyTutor, Inc. As GUSD continues to struggle with the statewide shortage of school employees, this will allow HeyTutor, Inc. to continue to provide the support that is needed during the 2023-2024 school year.

The District shall pay the contractor \$45.00 for each hour of tutor service, with a total not to exceed \$2,017,875.

This agreement is in effect August 14, 2023. through June 5, 2024.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

MASTER SERVICES AGREEMENT

This **MASTER TUTORING SERVICES AGREEMENT** (this “**Agreement**”) is entered into and effective on the last date that the Agreement is fully executed (the “**Effective Date**”) by and between HeyTutor Inc., a California corporation (the “**Company**,” “**Contractor**” or “**HeyTutor**”) and Glendale Unified School District, a California public school district (the “**District**”).

WHEREAS, District desires to retain Company to provide certain childcare services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services for District.

In consideration of the mutual covenants and agreements hereinafter set forth, District and Company (collectively “**Parties**” and singularly a “**Party**”) agree as follows:

1. Services.

Company shall provide the Services to District as described in more detail in the SOW in accordance with the terms and conditions of this Agreement, which shall include a detailed description of the Services to be performed pursuant to the SOW; (i) the date upon which the Services will commence and the term of such SOW; (ii) the fees to be paid to Company under the SOW; (iii) payment schedules; and (iv) and any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such SOW.

2. Company’s Obligations.

2.1 The Company shall:

(a) appoint a Company employee to serve as a primary contact with respect to this Agreement (the “**Company Contact**”) and provide Company Personnel and/or any subcontractor or other third party (a “**Subcontractor**”) to perform the Services;

(b) (i) make reasonable and legally permitted efforts to ensure that Company Personnel and Subcontractors have the legal right to work; and (ii) conduct fingerprint background checks on such Company Personnel and Subcontractors identified to provide Services under this Agreement, and such background checks shall include identity verification and a search of criminal and sex offender records; and

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement.

2.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

3. District’s Obligations.

3.1 District shall:

(a) cooperate with Company in all matters relating to the Services and appoint an employee to serve as the primary contact with respect to this Agreement (the “**District Contact**”);

- (b) provide such access to such premises, and such office accommodation and other facilities as may reasonably be requested by Company, for the purposes of performing the Services;
- (c) respond promptly to any Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement;
- (d) issue a purchase order within thirty (30) days of execution of the Agreement and provide a copy of the issued purchase order to the Company at Ben@heytutor.com and procurement@heytutor.com within ten (10) days of issuance;
- (e) provide such District Materials as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
- (f) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, in all cases before the date on which the Services are to start.

3.2 If District requires Company's tutors to use a physical sign-in/sign-out form at the school site, then District shall be responsible for providing and retaining such a form.

3.3 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of District or any other person or entity outside of Company's reasonable control, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by District, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. **Term.**

This Agreement shall commence as of the Effective Date and shall remain in effect until terminated pursuant to Section 11.

5. **Fees and Expenses; Payment Terms.**

5.1 In consideration of the provision of the Services by the Company and the rights granted to District under this Agreement, District shall pay the fees and costs set forth in the SOW. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 5 shall constitute payment in full for the performance of the Services, and District shall not be responsible for paying any other fees, costs or expenses.

5.2 Upon execution of the Contract and receipt of purchase order, the Company shall issue a pre-payment invoice to District for \$625,000—i.e., 50% of the total amount billed for last school year's services by the Company. This invoice will be subject to net15 terms.

For the remaining amount owed under the Agreement, the Company shall issue invoices to District monthly in arrears for fees and costs incurred during the immediately preceding month, less \$56,818.18 (1/11 of the pre-payment). Such invoices will be subject to net15 terms as set forth below in Sec. 5.4. The Company will issue a single invoice for all school sites utilizing Services under this Agreement. The fees and costs payable for the Services shall be calculated in accordance with Company's rate schedule set forth in the SOW.

5.3 All invoices furnished by the Company under this Agreement shall be delivered to the District via email. The AP/Billing Department Contact responsible for receiving and processing invoices issued by the Company under this Agreement shall be:

Name: Diedre Corwin
Email: dcorwin@gusd.net (w/ cc to mostrom@gusd.net)
Phone: (818) 247-0775
Address: 223 N. Jackson Street
Glendale CA 91206

5.4 District shall pay all properly invoiced amounts due to Company within fifteen (15) days after District's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

5.5 The District shall notify the Company in writing within ten (10) days of receiving an invoice if it disputes the performance of any Services. If the District fails to dispute charges within the 10-day period, the Parties agree that the District shall pay the invoice in full.

5.6 District shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by District hereunder; *provided, that*, in no event shall District pay or be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. **Intellectual Property Rights; Ownership.**

6.1 Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein. District agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables shall not constitute or be deemed "work made for hire" for the District under this Agreement. Subject thereto, Company hereby grants District a non-exclusive and non-sublicensable right and license to use such Deliverables, without additional consideration. All other rights in and to the Deliverables are expressly reserved by the Company.

6.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants District a non-exclusive and non-sublicensable right and license to use such Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with District's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

6.3 District and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the District Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any District Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to District. All other rights in and to the District Materials are expressly reserved by District.

7. **Confidential Information.**

7.1 The Receiving Party agrees:

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to Subcontractors and their Affiliates, and their respective officers, directors, managers, members, representatives, employees, consultants and legal advisors who have a "need to know" and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth herein;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of District, to make use of the Services and Deliverables; and
- (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the Disclosing Party.

7.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

- (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7.3 Nothing in this Agreement shall prevent either Party from using any general methodologies or know-how contained in the unaided memory of such Party's personnel or those of its Affiliates developed or disclosed under this Agreement.

8. **Representations and Warranties.**

8.1 Each Party represents and warrants to the other Party that: it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8.2 Company represents and warrants to District that it shall perform the Services using personnel of required skill, experience and qualifications to meet its obligations under this Agreement; and that it has

not been or is penalized, convicted, sanctioned, suspended such as to be ineligible to participate in any state or federal program, or by any federal or state department or agency.

8.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. **Indemnification.**

9.1 Company shall defend, indemnify and hold harmless District and its officers, directors, employees, agents, successors and permitted assigns (each, a “**District Indemnitee**”) from and against all Losses (each, an “**Action**”) resulting from bodily injury, death of any person or damage to real or tangible, personal property, which arises out of Company’s performance of this Agreement and is caused by Company’s intentional, willful or negligent acts or omissions. The indemnification obligations of this provision do not apply in the event the claim or cause of action is the result of the District’s sole or contributory negligence.

9.2 District shall defend, indemnify and hold harmless Company and Company’s Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses resulting from bodily injury, death of any person or damage to real or tangible, personal property, which arises out of the performance of this Agreement and is caused by the District’s intentional, willful or negligent acts or omissions. The indemnification obligations of this provision do not apply in the event the claim or cause of action is the result of the Company’s sole or contributory negligence.

9.3 The Party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying Party’s sole cost and expense. The indemnifying party shall take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party’s failure to perform any obligations under this Section shall not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10. **LIMITATION OF LIABILITY.**

10.1 EXCEPT AS WITH RESPECT TO OBLIGATIONS OF INDEMNITY AND CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 EXCEPT AS WITH RESPECT TO OBLIGATIONS OF INDEMNITY, IN NO EVENT WILL COMPANY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, EXCEED THE ACTUAL AMOUNTS PAID OR

PAYABLE TO COMPANY PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FACTS GIVING RISE TO THE CLAIM.

10.3 The exclusions and limitations in this Section and Section 10.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a Party's willful misconduct or intentional acts;
- (b) a Party's obligation to pay attorneys' fees and court costs in accordance with this Agreement.

11. **Termination; Effect of Termination.**

11.1 **Termination for Non-Appropriation of Funds.** If funds are not appropriated, budgeted or otherwise made available for the District to discharge payment obligations under this Agreement, or if funding for such obligations is conditional upon appropriation, budgeting or other approval, otherwise made available to support continuation of this Agreement, this Agreement shall terminate automatically as of the beginning of the fiscal year for which sufficient funds are not appropriated, budgeted or available; provided, however, that this will not affect either Party's rights under any other termination clause in this Agreement. The effect of termination of the Agreement under this subsection will be to discharge Company and and/or District from the future performance of this Agreement with respect to such obligations for which funding is not appropriated, budgeted or available, but does not discharge Company and/or District not from their rights and obligations existing at the time of termination. The Company shall be paid for all Services incurred up to the time of termination under this subsection. The District shall notify the Company as soon as it has knowledge that funds may not be appropriated, budgeted or made available for the continuation of this Agreement for each succeeding applicable fiscal period beyond the first.

11.2 **Termination for Cause or Insolvency.** During the term of the SOW entered into pursuant to this Agreement, the Parties may only terminate this Agreement and/or such SOW if the circumstances identified in subsections 11.2(a) or 11.2(b) arise. Specifically, either Party may terminate this Agreement upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 **Termination When Purchase Order Not Issued.** In the event that this Agreement is not approved or ratified by the District's Governing Board and/or a purchase order is not issued, the Agreement shall automatically terminate on the date that the Board declines to approve or ratify it or issue a purchase order. The District shall compensate the Company for Services provided through the date of termination.

11.4 Upon expiration or termination of this Agreement for any reason:

(a) Company shall (i) promptly deliver to District all Deliverables (whether complete or incomplete) for which District has paid and all District Materials and (ii) provide reasonable cooperation and assistance to District upon District's written request and at District's expense in transitioning the Services to an alternate Company.

(b) If this Agreement is terminated by the District, then District shall promptly pay to Company all amounts due under this Agreement as if the Agreement had not been so terminated.

(c) Each Party shall (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, (ii) permanently erase all of the other Party's Confidential Information from its computer systems and (iii) certify in writing to the other Party that it has complied with the requirements of this clause; *provided, however*, that District may retain copies of any Confidential Information of Company incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables.

11.5 The rights and obligations of the Parties set forth in this Section 11.4 and Section 1 Section 6, Section 7, Section 8, Section 9, Section 12, Section 13, Section 14, and Section 15, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12. **Non-Solicitation.**

12.1 During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment or other relationship of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12.1, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section 12.1.

12.2 If either Company or District breaches Section 12.1, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

13. **Non-Exclusivity.**

The Company retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

14. **Force Majeure.**

14.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; epidemic and/or pandemic; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license

or consent; shortage of adequate power or telecommunications; or any other event which is beyond the reasonable control of such Party (each of the foregoing, a "**Force Majeure Event**"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The non-affected party may terminate this Agreement if such failure or delay continues for a period of 30 days or more and, if the non-affected party is District, receive a refund of any amounts paid to the Company in advance for the affected Services. Unless this Agreement is terminated in accordance with this Section 14.3, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

15. **Miscellaneous.**

15.1 Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below their respective signature blocks (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15.3).

15.4 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and SOWs refer to the Sections of, and Schedules, Exhibits and SOWs attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and SOWs referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

15.5 This Agreement, together with all Schedules, Exhibits and SOWs and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or SOW, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the SOW; and (c) third, any Exhibits and Schedules to this Agreement.

15.6 Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other Party, either Party may assign the Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15.7 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15.9 The Parties acknowledge and agree that COVID-19 is highly contagious and dangerous and each Party 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 other Party, 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. Notwithstanding the foregoing, both Parties agree to follow the notice requirements and protocols for wearing personal protection equipment (if applicable) and for reporting and contact tracing as required by applicable Law and the District's policies and procedures while on its property.

15.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the county of Los Angeles, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15.13 Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

15.14 Each Party acknowledges that a breach by a Party of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15.15 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. **Definitions.**

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**District Materials**" any the tangible manifestations of the documents, data, know-how, methodologies, software and other materials provided to Company by District, including computer programs, reports and specifications.

"**Company Personnel**" means all employees and Subcontractors, if any, engaged by Company to perform the Services.

"**Confidential Information**" means any information that is treated as confidential by a Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include

information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Deliverables" means all documents, work product and other materials that are actually delivered to District in the course of performing the Services, including any items identified as such in the SOW and which documents, work product and other material are actually identified by legend or other indicia on such document, work product or material as a "Deliverable".

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means all documents, data, know-how, methodologies, software, source code, object code and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company at any time, including prior to the commencement of this Agreement, independently of this Agreement or in conjunction with this Agreement but not exclusively for the District.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Services" mean any professional or other services to be provided by Company under this agreement, as described in more detail in the SOW, and Company's obligations under this Agreement.

"SOW" means the SOW entered into by the Parties and attached to this Agreement, substantially in the form of Exhibit A.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

COMPANY:

HEYTUTOR INC.

DocuSigned by:
By: Ivan Bercovich
FGGFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

Address for Notices:

21700 Oxnard Street, Suite 1540
Woodland Hills, CA 91367

Date Executed: 8/10/2023

DISTRICT:

GLENDALE UNIFIED SCHOOL DISTRICT

DocuSigned by:
By: David Greco
CFF599D411294D6...

Name: David Greco

Title: Chief Counsel & Business Operations Officer

Address for Notices:

223 N. Jackson Street
Glendale CA 91206

Date Executed: 8/10/2023

EXHIBIT A
STATEMENT OF WORK

HEYTUTOR INC.

STATEMENT OF WORK
EFFECTIVE DATE: August 14, 2023

This Statement of Work (“**SOW**”), adopts and incorporates by reference the terms and conditions of the Master Tutoring Services Agreement between, which was entered into on the date thereto, between **HEYTUTOR INC.** (“**Company**” or “**HeyTutor**”) and the person or entity identified as the District on the signature page hereto (“**District**”), as it may be amended from time to time. This SOW is effective beginning on the date last signed below and will remain in effect until terminated or expired in accordance herewith and the Agreement. Services performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

1. Scope of Work/Background

The Company will provide District with up to fifty (50) staff members deployed to school sites identified by the District to provide the following classroom support services:

- Working with groups of students (without the support of a teacher or school site staff);
- Prepare area to start an engaging session with the students;
- May be responsible for picking up and dropping off students from designated areas in school site;
- Potentially leading a group of students in the learning session, using learning materials provided by the program;
- Creating an engaging environment that fosters a sense of belonging that kids want to be in;
- Supporting students in making positive behavior choices;
- Any other duties that may be required by the Company, your manager and/or the School Site.
- Bathroom assistance may be required.

District understands and agrees that HeyTutor will not collect or provide data (i.e., student attendance or student performance data or reporting) in the course of performing services under this Agreement.

2. Contacts

Company Contact:

Yadira Torres, Reg. Customer Success Manager

yadira@heyttutor.com

Cell: (424) 431-0817

District Contact:

Deidre Corwin, Director of CDCC

dcorwin@gusd.net

(818) 247-0775

3. Period of Performance

The term of this Agreement is August 14, 2023 through June 5, 2024.

4. Place of Performance

- Glendale School Sites
- Abraham Lincoln Elementary School
- Balboa Elementary School
- Benjamin Franklin Elementary School
- Dunsmore Elementary School
- Glenoaks Elementary School
- John C. Fremont Elementary School
- John Muir Elementary School
- Mark Keppel Elementary School
- Monte Vista Elementary School
- Mountain Avenue Elementary School
- R.D. White Elementary School
- Thomas Edison Elementary School
- Thomas Jefferson Elementary School
- Valley View Elementary School

5. Services and Fees.

Number of Staff	Hourly Rate Per Staff	Number of Hours Per Week	Number of Service Weeks	Training Fees	BG Check /TB Screening	Total Cost
Not to exceed 50	\$45/hour	22 hours/week Note: some sites will be 20 hours/week	39 weeks	\$79,875	\$7,500	\$2,017,875

The above-referenced amount of \$2,017,875 reflects a “not to exceed amount” under the Statement of Work. HeyTutor shall only invoice the District for Staff hours actually worked.

Staff Training.

Included in the above-identified fees, each HeyTutor staff member will receive 8 hours of initial staff development training hosted by the District on August 14, 2023 and paid by the District at the HeyTutor staff member’s designated hourly rate. In addition, the District will provide 2 hours of monthly staff

development training to each staff member, which will be paid by the District at the HeyTutor staff member designated hourly rate. At its discretion, the District may provide an additional 2 hours of monthly staff development training to each staff member, which will be paid by the District at the HeyTutor staff member designated hourly rate.

Additional Services & Costs

In the event the District requests the Company to provide services not identified in this SOW, the Company shall provide the District with a proposal for such services and a fee schedule. District shall use best efforts to issue an updated purchase order within thirty (30) days.

6. Reservation of HeyTutor Staff.

HeyTutor staff members shall work on at least 20 to 22-hour block schedules (depending on school site assignment) and the Company will reserve up to 50 staff members on the Company’s payroll to begin 2 to 4 weeks after executing the contract.

In advance of the start date of the program, a purchase order must be issued for the full amount of childcare services rendered over the term of the agreement. Online programs typically require two to four weeks to begin childcare services after contract execution and receipt of the following details: (i) purchase order, (ii) schedule, (iii) group size, (iv) grade levels and (v) background check information, including ORI #, Mail Code, Service Agency #, Live Scan form, waivers and any other required forms. Programs are fulfilled on a rolling basis.

7. Payment Terms

The District shall pay the Company pursuant to the payment terms set forth in Section 5 of the Agreement.

8. Professional Responsibilities

Company Responsibilities.

- i. Company will provide childcare services as directed by the District. Company will not collect or provide data (i.e., student attendance or student performance data or reporting) for the services rendered under this Agreement.
- ii. Staff Member Onboarding and Training
 - 1. Staff will be onboarded in compliance with District policies using fingerprint/background check form, TB testing, COVID vaccination, etc. HeyTutor will coordinate with District HR for appropriate compliance.
 - 2. See Section 5 in the SOW (“Tutor Training”).
- iii. Fulfillment and Deployment
 - 1. HeyTutor will provide a timeline for fulfillment of all staff required in the contract. Should HeyTutor become aware of a delay to the fulfillment timeline, HeyTutor will immediately notify district personnel of the cause of the delay and provide an updated timeline/plan to get back on track to minimize impact of the delay.
 - 2. HeyTutor will manage placements of staff and notify school sites with staff contact information and start date before deploying staff to schools.
 - 3. HeyTutor will be responsible for disciplining staff when not meeting expectations and replacing staff if necessary.

iv. Scheduling

1. HeyTutor staff will be scheduled at a minimum of 20-22 hours per week per site. Schedules will remain consistent day over day (i.e. no staggered schedules) at the same site. HeyTutor staff can be scheduled up to 40 hours per week.
2. HeyTutor staff can be moved to different sites if the new location and schedule is agreeable to the tutor's availability and location and if they will be placed for at least 1 full semester. This event would trigger HeyTutor's change control process (mentioned in Section VI-8).

District Responsibilities

- i. District will provide HeyTutor staff with a conducive environment to conduct sessions. HeyTutor staff should be allowed access to manipulatives used by teachers or the school site to prevent introducing new manipulatives to a student.
- ii. District will allow HeyTutor staff access to a computer and printer should they be required to offer physical material to students. The cost of printing and paper will be incurred by the District.
- iii. District will provide HeyTutor staff an introduction/orientation to their assigned school's facilities, teachers, and students.
- iv. For shifts that exceed 5 hours, District will ensure that HeyTutor staff receive a 30-minute unpaid and uninterrupted meal break. District will also provide appropriate rest breaks.
- v. District may provide sign in/sign out sheets at the front desk of each school for HeyTutor staff to sign in and out each day. If this is a process schools wish to adopt, use of the sign in/sign out sheets must be covered in the introduction/orientation at the school site. Further, the District shall be responsible for providing and retaining such sign in/sign out forms.
- vi. District will assist HeyTutor in fulfillment and implementation activities by providing timely information including but not limited to:
 - a. school site locations;
 - b. school site point of contacts;
 - c. a breakdown of HeyTutor staff required per site along with weekly schedules/subjects/grades for tutors at each site;
 - d. holidays, minimum days, testing days and special events that may impact weekly schedules;
 - e. District background and health screening requirements/procedures; and
 - f. any other information that would be good to know for a successful partnership.
- vii. District will comply with HeyTutor's change control process.
 - a. The following are examples of events triggering the change control process:
 1. Change in HeyTutor staff duties and responsibilities
 2. Change in HeyTutor staff schedules
 3. Change in contract or school year start/end dates
 4. Adjustments to number of HeyTutor staff needed at school sites
 5. Adjustments to HeyTutor staff onboarding requirements e.g. trainings, health screenings, etc.
 - b. Change control process:
 1. District submits a written request of the changes to be made to their Customer Success Manager (CSM).
 2. CSM will pass along information to appropriate HeyTutor decision makers.
 3. CSM will respond to District with updates or potential solutions related to the change request.
 4. If a solution is agreed upon by both parties, HeyTutor will go about making the agreed upon changes and provide District with updates accordingly.

9. Insurance Requirements. Company shall maintain during the term of this Agreement the following insurance with minimum limits equal to:

Type of Coverage	Minimum Requirement
<p>Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments:</p> <p>Each Occurrence</p> <p>General Aggregate</p>	<p>\$ 1,000,000</p> <p>\$ 1,000,000</p>
<p>Workers Compensation</p>	<p>Statutory Limits</p>

10. Documentation Submission

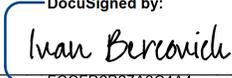
The Company shall not commence the Services under this SOW and the Agreement until the Company has submitted the following documents to District:

<u> x </u>	Signed Agreement
<u> x </u>	Workers' Compensation Certification, in the form attached as a Schedule hereto
<u> x </u>	Fingerprinting/Criminal Background Investigation Certification, in the form attached as a Schedule hereto
<u> x </u>	Insurance Certificates and Endorsements
<u> x </u>	W-9 Form
<u> x </u>	Non-collusion Declaration, in the form attached as a Schedule hereto
<u> x </u>	Tuberculosis Clearance, in the form attached as a Schedule hereto
<u> x </u>	Governor Executive Order N-6-22

The Parties have executed this SOW effective as of the date first written above.

COMPANY:

HEYTUTOR INC.

By: 
FCCFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

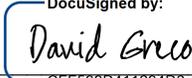
Address for Notices:

21700 Oxnard Street, Suite 1540
Woodland Hills, CA 91367

Date Executed: 8/10/2023

DISTRICT:

GLENDALE UNIFIED SCHOOL DISTRICT

By: 
CFF599D411294D6...

Name: David Greco

Title: Chief Counsel & Business Operations Officer

Address for Notices:

223 N. Jackson Street
Glendale CA 91206

Date Executed: 8/10/2023

HEYTUTOR INC.
SCHEDULE TO SOW

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 Statement of Work of Master Tutoring Services Agreement (“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.

COMPANY:

HEYTUTOR INC.

DocuSigned by:
By: Ivan Bercovich
FCCFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

Address for Notices:

21700 Oxnard Street, Suite 1540

Woodland Hills, CA 91367

Date Executed: 8/10/2023

HEYTUTOR INC.
SCHEDULE TO SOW
NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am an authorized officer 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
8/10/2023 8/10/2023 [date], at Los Angeles, California.

COMPANY:

HEYTUTOR INC.

DocuSigned by:
By: Ivan Bercovich
FCCFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

Date Executed: 8/10/2023

HEYTUTOR INC.
SCHEDULE TO SOW
TUBERCULOSIS CLEARANCE

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

I am a duly authorized representative of 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:

 X 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.

COMPANY:
HEYTUTOR INC.

DocuSigned by:
By: Ivan Bercovich
F0CFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

Date Executed: 8/10/2023

HEYTUTOR INC.
SCHEDULE TO SOW

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.

COMPANY:

HEYTUTOR INC.

DocuSigned by:
By: Ivan Bercovich
FCCFD2B27A3C4A4...

Name: Ivan Bercovich

Title: Chief Executive Officer

Date Executed: 8/10/2023

(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.

HEYTUTOR INC.
SCHEDULE TO SOW

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: HeyTutor Inc.

Signature:  FCCFD2B27A3C4A4...

Print Name and Title: Ivan Bercovich
Chief Executive Officer

Date: 8/10/2023

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 10

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Acceptance of ARPA Stipend Funding from the California Department of Social Services for Child Care Services**

The Interim Superintendent recommends that the Board of Education accept one-time funds in the amount of \$195,286 for subsidized child care services from the California Department of Social Services. This funding comes as a result of the American Rescue Plan Act (ARPA) that addresses child care hardships caused by the COVID-19 pandemic.

The California Department of Social Services (CDSS) has awarded the Glendale Unified School District one-time funding in the amount of \$195,286 through the American Rescue Plan Act (ARPA). The purpose of this funding is to address the hardships child care providers faced as a result of the COVID-19 pandemic, such as reduced enrollment, increased teacher-to-child ratios, additional cleaning costs, and other costs. This financial relief is paid directly to the child care provider and was authorized via Assembly Bill 179 in September 2022. Funding received will be used to provide safety training and supplies, furniture, and be used toward staff costs.

TO SUPPORT 2023-24 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.*

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 11

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Christopher Coulter, Executive Director, Secondary Education

SUBJECT: **Acceptance of the Middle College Early College Grant**

The Interim Superintendent recommends that the Board of Education accept the Middle College Early College Grant for Glendale High and Hoover High Schools in the amount of \$250,000.

The Middle College Early College (MCEC) Grant is a one-time grant for school districts to support the costs to plan for the start-up of a Middle College High School (MCHS) or Early College High School (ECHS) or to expand an existing school to include robust pupil advising, success support services, and outreach campaigns to promote dual enrollment. GUSD has existing Early College Programs at Hoover High and Glendale High Schools (Early College Academy and Cloud Computing and Computer Science Academy) and this grant will be utilized to expand these programs.

The areas of focus for use of these funds are outreach and support services for families and pupils who may not be college bound or who are underrepresented in higher education.

The grant period is from September 2023 - June 2027.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness for students, parents, and families; and strengthen relationships with families and school communities.

Glendale Unified School District
Action Report No. 11
September 12, 2023
Page 2

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 12

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Christopher Coulter, Executive Director, Secondary Instruction

SUBJECT: **Acceptance of the College and Career Pathways Grants**

The Interim Superintendent recommends that the Board of Education accept the College and Career Pathways (CCAP) Grants for Allan F. Daily High School and Verdugo Academy in the amount of \$200,000; \$100,000 for each school.

The CCAP Grant is a one-time grant to support the costs of expanding CCAP opportunities for dual enrollment with Glendale Community College by increasing the number of students served at high schools who are a part of the existing agreement and by adding high schools within the district not currently covered by the existing agreement. The Glendale Unified School District currently has CCAP agreements with all high schools with the exception of Verdugo Academy. This grant would provide funding for the district to increase dual enrollment opportunities at Daily High School and create a new agreement and offer classes for dual enrollment at Verdugo Academy.

Funds will be used to create marketing materials for outreach to underrepresented students/families and spread awareness of GUSD's dual enrollment offerings. Additionally, they will be used to provide support services for students while they are in dual enrollment courses including academic intervention and tutoring.

The grant period is from September 2023 - June 2027.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness for students, parents, and families; and strengthen relationships with families and school communities.*

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 13

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

SUBJECT: **Acceptance of Capturing Kids' Hearts Foundation Grant and Approval of Agreement**

The Interim Superintendent recommends that the Board of Education accept the Capturing Kids' Hearts Foundation Grant in the amount of \$20,000 and approve an agreement to utilize the funds to provide comprehensive ongoing support to five participating schools with Capturing Kids' Hearts Campus Premium subscriptions.

Glendale Unified School District has successfully received a \$20,000 grant from the Capturing Kids' Hearts (CKH) Foundation to pay for the CKH Campus Premium package for the five elementary schools that participated in CKH training during the 2022-23 school year. Last year's training was funded by a Heluna Health Grant. This new grant will fund access to a campus-specific subscription that provides comprehensive ongoing support to leaders and staff who completed the CKH training. The grant funds are not awarded directly to the District; instead, they are accounted for with CKH, and the subscriptions are provided to the District at no cost.

The five schools that will benefit are Fremont, Glenoaks, Lincoln, Mountain Avenue and Verdugo Woodlands Elementary Schools.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2023-2024 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.



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS ► SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Angie Shoffner
Capturing Kids' Hearts

Prepared for:

Kelly King
Glendale Unified School District

Date: August 25, 2023

SERVICE AGREEMENT



Glendale Unified School District ("Client" or "you")
223 North Jackson Street
Glendale, California 91206

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("CKH" or "we") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	CKH Foundation	Solutions Subtotal
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	2023-2024 School Year	5	\$4,000.00	-\$20,000.00	\$0.00

Grand Total \$0.00

ADDITIONAL CHARGES (where applicable):

DISCOUNTS:

Discount made possible due to generous donors and the Capturing Kids' Hearts Foundation.

TRAVEL EXPENSES:

Travel expenses for each training event or other service provided by CKH under this Agreement will be itemized on invoices and are in addition to the total amounts itemized under this Agreement. Unless otherwise agreed in advance, such travel expenses inside the Continental United States will be billed at the rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events, and \$2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 14 calendar days following August 25, 2023. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, September 8, 2023.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or June 1, 2023 for the 2023-2024 school year(s) (whichever occurs later) through May 31, 2024. Unless terminated in writing, subscription service(s) will automatically renew on June 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.



Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH. Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Travel expenses that CKH has incurred and that must be cancelled because of the Client rescheduling or cancelling a product(s) or service(s) without at least two weeks' advance notice may result in extra charges to the Client.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, 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 actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH 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 CKH. 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 or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “Trademarks”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent

that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.



In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH 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 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to angie.shoffner@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this

SERVICE AGREEMENT



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Glendale Unified School District

By: *Kelly King*

Printed Name: Kelly King
Client's Authorized Representative

Title: Assistant Superintendent

Date: 08 / 25 / 2023

Contact Information:
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

Signature Certificate

Reference number: URQJ8-4XQBW-DNUDD-KT9DM

Signer

Timestamp

Signature

Kelly King

Email: kking@gusd.net

Sent:

25 Aug 2023 17:27:52 UTC

Viewed:

25 Aug 2023 22:48:16 UTC

Signed:

25 Aug 2023 22:49:00 UTC



Recipient Verification:

✓Email verified

25 Aug 2023 22:48:16 UTC

IP address: 198.188.7.150

Location: Glendale, United States

Document completed by all parties on:

25 Aug 2023 22:49:00 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 14

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Request for Provisional Internship Permit for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the hiring of Maria Nikolopoulos on a Provisional Internship Permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

The Provisional Internship Permit request is based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position as follows:

- Nikolopoulos, Maria – Single Subject Science: Physics Provisional Internship Permit – Physics Teacher at Glendale High School, Grades 9-12

Upon approval of this Provisional Internship Permit by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire a permit teacher for Science: Physics Provisional Internship Authorization. Notwithstanding, Glendale Unified School District will hire permit teachers only when qualified, capable, fully certified teachers are unavailable.

This permit request will remain in force until June 30, 2024. Submission of the permit request by the local education agency is a prerequisite to the issuance of any permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80021.1 requires that the request for the permit be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The permit will provide the teacher additional time to complete the requirements for the credential that authorizes the service assigned. The permit is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District Priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in

each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 15

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Variable Term Waiver Request for Bilingual Crosscultural, Language and Academic Development (BCLAD) for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for Nicolle Patricia Grierson on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

Nicolle Patricia Grierson is currently assigned to the position of Teacher, Elementary School, Dual Immersion French. An application will be submitted to the Commission on Teacher Credentialing for the above waiver request. Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Waiver Request will remain in force until June 30, 2024. Submission of the Waiver request by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80120 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The waiver will provide teachers additional time to complete the requirements for the credential that authorizes the service assigned. The waiver is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District Priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 16

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Variable Term Waiver Request Basic Skills Test (CBEST) for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for the hiring of Nicole Patricia Grierson on waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position of Teacher, Elementary School, Dual Language Immersion French.

Upon approval of this Variable Term Waiver Request by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire waiver permit teachers for Basic Skills (CBEST). Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Waiver Request will remain in force until June 30, 2023. Submission of the Waiver request by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80120 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The waiver will provide teachers additional time to complete the requirements for the credential that authorizes the service assigned. The waiver is based on last year's actual needs, projected student enrollment and staffing allocations for the 2023-2024 school year.

Our continued District priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement
– Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 17

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2023-2024 School Year**

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

The Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) waiver request is based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position(s) as follows:

- Duran, Steven – Career Technical Education: Building and Construction Trades, Grades 6-8

Upon approval of this Variable Term Waiver Request by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire waiver permit teachers for CLAD/English Learner Authorization. Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Waiver Request will remain in force until June 30, 2024. Submission of the Waiver request by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80122 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. This waiver will provide the teacher additional time to complete the requirements for the credential that authorizes the service assigned. The waiver is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in

each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 18

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Variable Term Waiver Request for Elementary Multiple Subjects Program for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for the hiring of Nicolle Patricia Grierson on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position of Teacher, Elementary School, Dual Immersion French.

Upon approval of the Variable Term Waiver request by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire Waiver permit teachers for the Elementary Multiple Subjects program. Notwithstanding, Glendale Unified School District will hire Waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Waiver Request will remain in force until June 30, 2024. Submission of the Waiver request by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80120 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The waiver will provide the teacher additional time to complete the requirements for the credential that authorizes the service assigned. The waiver is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District Priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 19

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Request for District Intern Credential for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education ratify the District Intern Credential for the hiring of Andrea Duran based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

The District Intern Credential request is based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position as follows:

- Duran, Andrea – Intern Education Specialist Instruction Credential (Mild/Moderate Support Needs), Elementary, Grades K-6

Upon approval of this District Intern Credential by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire a teacher for Education Specialist Instruction Credential (Mild/Moderate Support Needs). Notwithstanding, Glendale Unified School District will hire permit teachers only when qualified, capable, fully certified teachers are unavailable.

This permit request will remain in force until June 30, 2024. Submission of the permit request by the local education agency is a prerequisite to the issuance of any permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80021.1 requires that the request for the permit be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The permit will provide the teacher additional time to complete the requirements for the credential that authorizes the service assigned. The permit is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District Priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

ACTION REPORT NO. 20

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Approval of Amended Agreement with the Los Angeles County Sheriff's Department for Law Enforcement Services, SY 2023-24**

The Interim Superintendent recommends that the Board of Education approve an amended agreement with the Los Angeles County Sheriff's Department to increase the amount of the existing agreement by \$16,772.00. The agreement provides law enforcement services, which include, but are not limited to, a School Resource Deputy (SRD) at Rosemont Middle School and Crescenta Valley High School.

At its meeting of August 9, 2022, the Board of Education approved an agreement with the Los Angeles County Sheriff's Department for law enforcement services in the amount of \$197,472.59. The agreement was prepared pursuant to appropriate Education Code Section 35160 and State of California Government Code Section 53060, and provides for a Sheriff Deputy to work as a School Resource Deputy at the Rosemont Middle School and Crescenta Valley High School campuses.

The approved agreement is effective for two years, from July 1, 2022 through June 30, 2024, unless sooner terminated or extended in whole or in part. The Sheriff's Department is requesting an increase in the amount of the agreement by \$16,772.00 to account for the adjusted salary and benefits of the School Resource Deputy. The total cost for the Glendale Unified School District for the 2023-24 school year is \$214,244.59, which will be paid from the Violence Prevention funds of the Student Support Services Department.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

EXHIBIT A

SCHOOL DISTRICT: Glendale Unified School District

FISCAL YEAR: 2023-2024 EFFECTIVE DATE: 7/1/2023

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT	0.8815	0.8855	-0.0040	
	SCHOOL RESOURCE DEPUTY SERVICE UNIT (B1)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

EACH SRD SERVICE UNIT WORKS 180 REGULARLY SCHEDULED SCHOOL DAYS.
SUMMER SESSION COVERAGE IS NOT INCLUDED BUT IS AVAILABLE AT THE PREVAILING HOURLY RATE.

DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
Crescenta Valley	Crescenta Valley High School/ Rosemont Middle School	0.8927			
	Paid by 5th District through JAG Fund (Not to exceed \$25,775)	0.1073			

SRD WORKING HOURS ARE REGULARLY SCHEDULED SCHOOL HOURS.
SRDS SHALL NOT BE ADJUSTED TO WORK SUPPLEMENTAL EVENTS OUTSIDE REGULAR SCHOOL HOURS.

REPORT PREPARED BY: Sergeant Mina Cho DATE: 4/12/2023

APPROVED BY: _____ DATE: _____
STATION COMMANDER

APPROVED BY: _____ DATE: _____
SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____ DATE: _____

BILLING MEMO REQUIRED:

NO	YES
----	-----

"BLUE" REQUIRED:

--	--

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 1

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
PREPARED IN: Office of the Superintendent
SUBJECT: **Minutes**

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

- a) Regular Meeting No. 2, August 8, 2023
- b) Special Meeting No. 3, August 22, 2023
- c) Special Meeting No. 4, September 5, 2023

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

BOARD OF EDUCATION MEETING NO. 2
UNADOPTED MINUTES
REGULAR MEETING, August 8, 2023

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Jennifer Freemon, President of the Board of Education, at 5:00 p.m., on Tuesday, August 8, 2023, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for the roll call: Kathleen Cross, Jennifer Freemon, Ingrid Gunnell, Shant Sahakian, and Nayiri Nahabedian.

The following administrators were present: Dr. Darneika Watson, Mr. David Greco, Dr. Kelly King, and Ms. Santha Rajiv.

PLEDGE OF ALLEGIANCE

Mr. Sahakian led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Freemon read the following statement: "To accommodate the requirements of Government Code §54954.2 and in accordance with the Brown Act revisions, I declare that the agenda for this meeting was posted on the bulletin boards in the lobby of the Administration Center and the GUSD website 72 hours prior to this meeting."

APPROVAL OF AGENDA ORDER

A motion was made by Ms. Nahabedian and seconded by Ms. Gunnell to amend the agenda to accept a revised report for Consent Calendar No. 24 (Approval of Services Agreement Contract renewal with Kokomo Solutions, Inc.), as a new contract with a lower amount was received after posting of the agenda (Government Code Section 54954.2(b)(2)). Motion approved unanimously: AYES—Cross, Gunnell, Freemon, Sahakian, and Nahabedian.

PUBLIC COMMUNICATIONS

1. Ani Grigorian spoke about the GUSD sex curriculum, children's mental health, and gender identity. Sex is determined at conception and observed at birth.

PUBLIC COMMUNICATIONS (Continued)

2. Ed Torossian spoke about Board Priorities, Action Report No. 1. He appreciates Ms. Freeman's clarification. He objects that we do not define "inclusion." If you want a true partnership with parents, you must make the first move. Let's build that bridge. We must ensure our kids know how to think for themselves and do the right thing.
3. Alex Balekian spoke about the Board Priorities. The Board is not maximizing student achievement. The district's scores have declined steadily in the past ten years. When he was a gay adolescent at Toll Middle School, his teachers were not preoccupied with his gender identity but with supporting his IQ. You need to acknowledge that we are doing worse in public schools. You need to remove politics from schools and refocus your beliefs back on the students with objective measures for student success.
4. Emily Rogers, VP of GTA, relayed a welcome back-to-school message from GTA President Taline Arsenian, who could not attend tonight's meeting. She writes that our students are in capable hands. Our educators are the best in the state. Many educators have been participating in summer professional development programs and preparing lesson plans. Teachers are there to help our students build on their strengths. She thanked our CSEA and GSMA colleagues, board members, and superintendent for their leadership all year. They are excited about the learning that will take place and the relationships we will build together.
5. Seda Khachaturian read a letter from a Toll Middle School student about Pride Month. The student felt he was too young to learn about Pride Month, which took away class time needed for his academic learning. He asked that we leave them alone.
6. Tony Passarella said he supports students. He taught basketball for 13 years and supports athletic teams in our community. He supports Thelma Gonzales. He is not an extremist, as some have identified him as being on social media. In the words of Pink Floyd, "We don't need no education; we don't need no thought control; no dark sarcasm in the classroom; leave those kids alone."
7. Mike Mohill feels this meeting is a Gestapo meeting. He said the Board is shutting down the public. He is a product of GUSD. Your job should be educating the children. When he was a kid, he didn't know who was gay. You are making sure our children, 3-5-8 years of age, are learning about sex education. This is the agenda of the progressive liberal Democrats. There are many conservative parents in this community, and they are upset.
8. Belissa Cohen, the LGB activist, spoke about gender identity. Same-sex attracted people do not want gender identity taught in the classroom. They don't want kids to be taught about social-emotional learning, CRT, or gender ideology. This push is not coming from LGB people. This is an Astro-Turf movement, not a grass-roots movement. LGB wants kids to learn reading, math, science, and resilience.

PUBLIC COMMUNICATIONS (Continued)

9. Ray Shelton said if you want to be an ally to gay Americans, drop the T (transgender). Transgender ideology is anti-gay. The Board continues to lie and place our children in danger. He discussed an email between Kelly Stubbs and Kelly King regarding two transgender students attending camp. He said, “Transgenderism is a deep psychological mental disorder.”
10. Rudi Krause spoke about gay tricks, mind-control science, and classical conditioning. Kids do not comprehend the psychology used to trick them into becoming homosexual. You are taking advantage of young, developing minds that don’t comprehend what you are doing. You think you are doing the right thing, but you are not.
11. George Orwell said we are not here to oppose equal rights for gay people. We are here to protest GUSD’s common sense and logic. Tampons in the boys’ bathroom? Girls changing in the boys’ locker room? Someday, the board members will be mocked. Your day is coming.
12. Hans Johnson, president of the East Area Progressive Democrats, said these people do not have the decency to admit they fear diversity and differences in our community. He is also here to thank the Board for their steadfast commitment to public service in the face of the false narratives. The rhetoric we continue to hear in Glendale is disturbing. In support, members of their club wrote rainbow cards of thanks to each board member for continuing to serve the people of Glendale. We understand that keeping honest, fact-based learning alive is to have open and inclusive meetings, even when difficult. Thank you for your good public service.
13. Edgar T is a former student. He is tired of seeing his teachers and students harassed. Don’t accept the demands of these hate groups. They want to destroy public education and for GUSD to fail. Fighting this misinformation will go a long way. Three Board members from Temecula School District are facing recalls for their actions. In Glendale, we have a school board that cares for the students.
14. David Bolog came to give the Board a warning of pending Sacramento legislation. AB 1078-Jackson states that if the (county) superintendent disagrees with what the school board is doing, they can step in and take over control. AB 1352 will allow 4/5th of the school board to censure another member. That is not right; you want local control for Glendale.
15. Colette Calis said she came to this country with no money, only education. When she saw the level of education of the students she was teaching, she was scared. She decided to send them to private schools and later to public schools. She now has grandchildren. Her son is thinking about homeschooling his child. The school must give the proper education. It is disappointing to be here and hearing all of this.
16. C. Mesa spoke about the book, “You don’t have to like me.” Through a PRA request, she said this book was on the list for consideration. She read excerpts from the book.

PUBLIC COMMUNICATIONS (Continued)

17. Ian Jameson, California Leftists for Freedom, explained that Harvey Milk was not a pedophile. Randy Shilts' biography on Harvey Milk claimed that "Jack" Galen McKinley was sixteen years old when he moved in with Milk; McKinley was 17 or 18. Seventeen is the age of consent in New York, so he was not in a relationship with someone underage. He addressed the Board's decision to mandate employees be vaccinated with the COVID-19 vaccine. Steve Kirsch, an MIT-educated scientist, has been analyzing deaths caused by the vaccine for two years. In light of his research, all of you should be prosecuted for crimes against humanity.
18. Jordan Henry demanded five minutes to speak, not three, as he would discuss a specific topic. He felt that not giving him five minutes violated the Brown Act. He talked about the book "Gender Queer."

CLOSED SESSION

The Board of Education convened to Closed Session at 6:02 p.m. to discuss the following:

1. Public employee appointment/employment pursuant to Government Code section 54957
Title: Superintendent
2. Threat to Public Services or Facilities pursuant to Government Code §54957
Consultation with Dr. Darneika Watson, Interim Superintendent

RETURN TO REGULAR MEETING/REPORTING OUT OF CLOSED SESSION

The Board returned from Closed Session at 8:47 p.m. No action was taken during the Closed Session.

INFORMATION

1. Update on the Final State Budget and the Impacts on the GUSD Budget for 2023-24
2. Measure S Update
3. Proposed Supplementary Textbooks for Use in Elementary Schools in the Area of Dual Language Immersion for German Instruction
4. Proposed Supplementary Textbooks for Use in High Schools in the Area of World Languages and Cultures
5. Acknowledgments of Service

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

ACTION REPORTS

1. 2023-2024 Board Priorities

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

2. Final State Budget and 2023-24 Initial Budget Adjustments

It was moved by Ms. Nahabedian and seconded by Ms. Cross to approve Action Report No. 2, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

3. Resolution No. 11 - Approving and Authorizing the Execution and Delivery of an Amendment to the Joint Exercise of Powers Agreement Relating to the California Statewide Delinquent Tax Finance Authority for the Purpose of Removing an Existing Member and Adding a New Member.

It was moved by Ms. Gunnell and seconded by Ms. Nahabedian to approve Action Report No. 3, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

4. Resolution No. 12 - Gann Appropriations Limit for 2022-23 and 2023-24

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

5. Approval of Agreement with Maxim Healthcare Staffing Services, Inc. for Nursing Services for the 2023-2024 School Year at Various School Sites

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 5, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

6. Approval to Renew Microsoft Software Licensing Subscription

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

7. Award of Bid No. 256-23/24 for the Field Improvement Project at Crescent Valley High School

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

ACTION REPORTS (Continued)

8. Approval of Change Order No. 2 to Bid No. 218-20/21 to Chalmers Construction Services, Inc. for the Monte Vista Elementary School New Building Foundation and Sitework Project

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

9. Approval of Change Order No. 1 to Bid No. 244-23/24 to Hart Design Build, Inc. for the Monte Vista Elementary School Wrought Iron Fencing Project

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

10. Approval of Selection and Authorization to Award of Lease-Leaseback Contract to Balfour Beatty Construction for the Hoover High School Pool Expansion Project and \$7.0 Million in Project Budget Allocation

It was moved by Ms. Gunnell and seconded by Ms. Sahakian to approve Action Report No. 10, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

11. Approval of Agreement with Food Safety Systems to Provide Food Safety and Sanitation Training, Education, and Inventory Control

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 11, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

12. Approval of Services Agreement with ReDiscover Center

It was moved by Mr. Sahakian and seconded by Ms. Gunnell to approve Action Report No. 12, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

13. Approval of Services Agreement Between Foothill SELPA and Sunbelt Staffing/VocoVision

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 13, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

14. Approval of Services Agreement Between Foothill SELPA and Sunbelt Staffing

It was moved by Mr. Sahakian and seconded by Ms. Cross to approve Action Report No. 14, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

ACTION REPORTS (Continued)

15. Approval of Services Agreement Between Foothill SELPA and Access Avenue Website Design

It was moved by Ms. Gunnell and seconded by Ms. Nahabedian to approve Action Report No. 15, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

16. Approval of Services Agreement with The Art Room for Fremont Elementary School

It was moved by Ms. Nahabedian and seconded by Ms. Gunnell to approve Action Report No. 16, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

17. Approval of Subscription with Nucleus Robotics LLC for Career Technical Education Programs in 2023-2024

It was moved by Ms. Gunnell and seconded by Mr. Sahakian to approve Action Report No. 17, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

18. Request for Provisional Internship Permit for the 2023-2024 School Year

It was moved by Ms. Gunnell and seconded by Ms. Nahabedian to approve Action Report No. 18, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

19. Variable Term Waiver Request for Bilingual Crosscultural, Language and Academic Development (BCLAD) for the 2023-2024 School Year

It was moved by Ms. Gunnell and seconded by Ms. Cross to approve Action Report No. 19, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

20. Variable Term Waiver Request Single Subject Foreign Language Program for the 2023-2024 School Year

It was moved by Ms. Nahabedian and seconded by Mr. Sahakian to approve Action Report No. 20, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

21. Variable Term Waiver Request for Elementary Multiple Subjects Program for the 2023-2024 School Year

It was moved by Ms. Gunnell and seconded by Mr. Sahakian to approve Action Report No. 21, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

MINUTES: August 8, 2023 – Regular Board Meeting

ACTION REPORTS (Continued)

22. Variable Term Waiver Request for Crosscultural, Language and Academic Development (CLAD) for the 2023-2024 School Year

It was moved by Ms. Cross and seconded by Mr. Gunnell to approve Action Report No. 22, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

23. Variable Term Waiver Request for Bilingual Crosscultural, Language and Academic Development (BCLAD) for the 2023-2024 School Year

It was moved by Ms. Gunnell and seconded by Mr. Sahakian to approve Action Report No. 23, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

24. Variable Term Waiver Request Single Subject Foreign Language Program for the 2023-2024 School Year

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 24, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

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

It was moved by Ms. Gunnell and seconded by Mr. Sahakian to approve Action Report No. 25, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

26. Approval of Revisions to Board Policy 9323 Related to Meeting Conduct

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 26, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

27. Approval of Services Agreement between Glendale Unified School District and PlanetBravo, LLC for Edison Elementary School

It was moved by Ms. Cross and seconded by Ms. Nahabedian to approve Action Report No. 27, as recommended. Motion approved by the following vote: AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

CONSENT CALENDAR

1. Minutes
 - a. Regular Meeting No. 1, July 11, 2023
2. Certificated Personnel Report No. 2

CONSENT CALENDAR (Continued)

3. Classified Personnel Report No. 2
4. Warrants totaling \$16,988,708.71 for July 1, 2023 through August 4, 2023
5. Purchase Orders totaling \$16,967,196.67 for the period of July 3, 2023 through July 28, 2023
6. Appropriation Transfer and Budget Revision Report
7. Approve Submittal of Letter of Intent to Receive Mandate Block Grant Funding from California Department of Education (CDE) for 2023-24 School Year
8. Authorization to Dispose of Surplus Property
9. Agreement with FilmL.A., Inc.
10. Rejection of Claim
11. 2022-23 Transfer of Cash Balance from the General Fund (01.0) Central RDA Revenue to the Capital Project and Improvement Fund (40.1)
12. Approval of Amendment to Contract with Southland Disposal Company for Waste Disposal Services
13. 2022-2023 Cash Transfer of Funds
14. Approval to Renew VMware Maintenance and Support with AMS.net
15. Acceptance of Governmental Accounting Standards Board Statement No. 75 – Accounting and Financial Reporting for Postemployment Benefits Other than Pensions (GASB 75)
16. Acceptance of the 2022 National School Lunch Program Equipment Assistance Grant for Toll Middle School
17. Extension of Memorandum of Understanding with the Western Diocese of the Armenian Church of North America
18. Acceptance of Gifts
19. Approval of Contract Renewal with KickUp
20. Approval of Contract Renewal with Edgenuity for 2023-2024
21. Approval of Agreement with InnovateEd for 2023-2024

CONSENT CALENDAR (Continued)

22. Acceptance of Strengthening Career and Technical Education for 21st Century Act (Perkins V) Grant for the 2023-2024 School Year
23. Agreement with University of California, Los Angeles
24. Approval of Services Agreement Contract Renewal with Kokomo Solutions, Inc. *(Note: The Board voted on a revised report. Refer to Attachment #1)*
25. Approval of Renewal of Agreement with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services
26. Contract with Impact Canine Solutions for the 2023-24 School Year

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve the Consent Calendar with the Revised Report for Item 24 (refer to attachment 1). The motion was approved unanimously, except on Consent Calendar #17, in which Mr. Sahakian abstained. AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

REPORTS FROM THE BOARD

Ms. Cross thanked all of the parents for participating in our schools. By working together, we have many ways to become part of the solution. She wants to focus on what we can make better. She thanked parents for being involved. We have areas in which we can grow together. She wished every child a fun first day of school. There will be many fun adventures ahead.

Mr. Sahakian wished our students and families a big welcome back to school. He thanked the staff for their hard work. On a personal note, his son was six months old when he was first elected. His son is now going to the first grade. His daughter is enrolling in TK. He appreciates every stakeholder who comes forward to express their needs. We are one community with diverse needs. Supporting our staff, who work hard to serve our students, is essential. Above all else, we help our students, ensuring their academic and safety needs are met. He looks forward to continued improvement.

Ms. Gunnell is also excited as we approach the new school year. She appreciates all of our faculty and staff for preparing for our students' return. Her youngest son will be a senior this year. We also have parents sending their children to school for the first time. She wants our faculty and staff to know that we support them. There was a comment about a Black racist agenda. She wanted to ensure our Black students and staff that this community does not support racism. She is excited to see how each community school will cater to their specific community. Going back to school is very exciting for teachers, and she is very excited.

REPORTS FROM THE BOARD (Continued)

Ms. Nahabedian said the book “Gender Queer” is not part of the GUSD school curriculum, nor is “You don’t have to like me.” We are excited about the new school year and have employees working year-round. We look forward to starting the school year, where we focus on our Board Priorities and want to make sure our students are prepared for their future in a safe and welcoming environment. She looks forward to attending back-to-school night events at our schools.

Ms. Freemon explained why we had so many action items on this agenda, including approving some teachers who fill specific needs for us and approving routine annual business that allows us to comply with the county and state. We offered a variety of summer programs, including summer school, summer camp, enrichment, and sports programs at the high schools. For her family, her children were able to stay connected with friends in the summer programs. School starts next week. Traffic reminder for parents: Please go early, drive slowly, and be patient. We appreciate the law enforcement support in helping us move our students safely to and from school. She hopes we have a fantastic first day of school.

REPORT FROM THE INTERIM SUPERINTENDENT

Dr. Watson also confirmed what Ms. Nahabedian mentioned: these books (Gender Queer and You Don’t Have to Like Me) are not in our schools. She is sorry that our Board members and teachers were reflected poorly over the weekend. All of them do fantastic work. She thanked the leadership teams, labor partners, staff, parents, and community members. She looks forward to working with them. We are going to have an amazing year.

ADJOURNMENT

There being no further business, President Freemon adjourned the meeting at 9:53 p.m.

Jennifer Freemon
President, Board of Education

Ingrid Gunnell
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, August 8, 2023
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

August 8, 2023

CONSENT CALENDAR NO. 24 – REVISED AUGUST 8, 2023

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Approval of Services Agreement Contract Renewal with Kokomo Solutions, Inc.**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Kokomo Solutions, Inc. for providing incident management software and support for a total revised cost of \$21,000, including onboarding costs.

The District is in need of a centralized system to record and track incidents involving students, employees, and parents/community members. Additionally, the Kokomo system will manage COVID-19 contact tracing and vaccine/test management for up to 30,000 students, faculty, and staff. By providing access to essential and accurate information at all times, this system will allow GUSD department administrators to support site administrators more efficiently, thus providing a safer environment for students and employees at all GUSD sites.

Kokomo Solutions, Inc. will provide incident management software and services to centralize case management, contact tracing, and vaccine/test management. The District shall pay the contractor \$4,500 per month for 12 months for a total of \$54,000 per year. Following new negotiations, the District contract amount has decreased. Per revised contract, the District shall pay the contractor \$1,750 per month for 12 months for a total of \$21,000 per year.

The agreement is in effect **June 1, 2023 through May 31, 2024.**

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

Customer

Customer Name	Glendale Unified School District	Billing Name	Glendale USD Accounts Payable
Customer Address	223 N. Jackson St. Glendale, CA 91206	Billing Address	223 N. Jackson St. Glendale, CA 91206
Customer Contact Name	Dr. Darneika Watson	Billing Contact Name	Adrineh Khachikian
Customer Contact E-Mail	dwatson@gusd.net	Billing Contact E-Mail	akhachikian@gusd.net
Customer Contact Phone	818-241-3111 ext. 1259	Billing Contact Phone	818-241-3111 ext. 1552
Kokomo Contact	Louie Simbajon Kevin Chi	847-796-1082 877-565-6668	louie@kokomo247.com ops@kokomo247.com

Committed Service(s) Fee(s)

Service Description		Rate	Total	Comments
Software Product(s)				
Annual Pricing (SKU:IMS)	Safety Cloud™ <u>Included Module(s)</u> Incident Management	\$3,500/Month \$1,750/Month**	\$21,000	Organization Size: up to <u>30,000</u> Student, Faculty, and Staff Unlimited Email and Push Messages included. Text/Voice not included (Please ask). **50% discount has been applied for the current term
Software Services				
Optional Services	<input type="checkbox"/> Training & Customization	\$180/hour	As needed	Standard rate for Customization, SOW, Time and Material and/or Additional Training
Software Summary				
Software Contract Term	1 Year (12 Months) Commit (Valid 6/1/2023 – 5/31/2024)		\$21,000	12 month(s) license fee and support

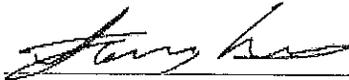
Terms

1. **Master Service Agreement.** This Service Order between Customer and Kokomo Solutions, Inc ("Kokomo"). incorporates by reference the Master Service Agreement (the "Agreement") attached hereto as Exhibit A. Customer agrees to the Agreement, and Customer's access to the Service, as described in the Agreement, is at all times subject to the Agreement. Should the terms of this Service Order conflict with the term of any exhibits or other attachment hereto, including without limitation to the Agreement, the terms of this Service Order will prevail.
2. **Additional User Licenses.** This Service Order is for a maximum of Licensed Users. Unless otherwise specified in the Committed Fees table set forth above, any additional Users beyond the quantity set forth in the Committed Fees table ("Additional Users") may be added by Customer upon request at no additional charge for the duration of the Term.
3. **Fees and Billing.** Kokomo will invoice Customer immediately for the prepayment amount, and payment will be due within thirty (30) calendar days after the date of invoice. All payments must be made in U.S. dollars.
4. **Taxes.** All payments required by this Service Order exclude all sales, value-added, use, or other taxes and obligations, all of which Customer shall pay in full, excluding any taxes on Kokomo's net income.
5. **Customer Reference.** Customer agrees that Kokomo may use Customer's name and logo on the website located at www.kokomo247.com and for the purpose of marketing the Service, and to identify Customer as a customer of Kokomo.
6. **Service Level Agreement.** The response rate for requests through the Service will be less than ten (10) seconds ninety-five percent (95%) of the time (the "Response Time SLA"). If the foregoing Response Time SLA is not met, then the Service will trigger either (1) a failover situation or (2) escalation to the engineering on-call team. Notwithstanding anything to the contrary in this Service Order or the Agreement, any remedies set forth in this Section shall be Customer's sole and exclusive remedies arising from or relating to any failure of Kokomo to meet the Response Time SLA. In the event that the number of Customer Concurrent Users exceeds 1,000, then Kokomo shall not be liable for, and Customer shall be entitled to no remedies under, the Response Time SLA.
7. **Renewal.** Notwithstanding anything in the Agreement to the contrary, this Service Order will automatically renew. Provided that Customer has no material breach of the Agreement or Service Order, Customer will have the option not to renew this Service Order at the end of the Initial Term by providing a written notice to Kokomo at least 15 days prior to the expiration of the Initial Term thereof.

Accepted and Agreed:

Kokomo Solutions, Inc.

Customer: Glendale Unified School District

Signature: 

Signature: _____

Print Name: DANIEL J. LEE

Print Name: _____

Title: CEO

Title: _____

Date (MM/DD/YYYY): 08/03/2023

Date (MM/DD/YYYY): ____ / ____ / ____

EXHIBIT A: MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made and agreed, effective as of 06/01/2023 (the "Effective Date") by and between Kokomo Solutions, Inc. ("Kokomo") and Glendale Unified School District with an address at 223 N. Jackson St., Glendale, CA 91206 ("Customer"), and sets forth the terms and conditions governing Customer's access to and use of the Service (as defined below). Customer and Kokomo may each be referred to herein as a "Party" or collectively as the "Parties".

Whereas Customer wishes to utilize Kokomo's Service (as defined below) and Kokomo wishes to provide Customer with the Service pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereby agree as follows:

1. Definitions

- 1.1. "Affiliate" means with respect to a Party, any entity which (i) is controlled by, (ii) controls, or (iii) is under common control with such Party, where the term "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the shares entitled to vote for the election of directors.
- 1.2. "Cloud Provider" means the applicable third party hosting provider which Customer has separately contracted (such as Amazon Web Services, Google Cloud Platform, Microsoft Azure, or such other pre-approved platform, as applicable).
- 1.3. "Customer Data" means any data input into, processed by, and/or stored by the Service by or for Customer or Customer's Users.
- 1.4. "Implementation Services" means any services performed by Kokomo to configure and rollout the Service to Customer, as described in an applicable Service Order.
- 1.5. "Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, trade dress, moral rights know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.6. "Materials" means the visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Kokomo.
- 1.7. "Service" means the online and hosted incident management software, including downloadable software applications APIs, and websites, provided by Kokomo through the Site or otherwise.
- 1.8. "Service Order" means an order for the Service that is mutually agreed between the Parties, which incorporates this Agreement by reference.
- 1.9. "Site" means the Kokomo website located at www.kokomo247.com.
- 1.10. "User" means an employee, advisor, contractor, or agent of Customer that has been assigned a unique username-password combination to access and use the Service on Customer's behalf.

2. Scope of Service

- 2.1. Accounts and Registration. To access most features of the Service, Customer must register for a Kokomo account ("Account"). Customer agrees that the information it provides to Kokomo is and will be accurate and up-to-date in all material aspects at all times. Except for a breach of Kokomo's obligations hereunder or acts or omissions, Customer is solely responsible for maintaining the confidentiality of its Account and passwords of its Users, and Customer agrees to accept responsibility for all activities that occur under its Account. If Customer has reason to believe that its Customer Account is no longer secure, then Customer agrees to notify Kokomo as soon as possible at support@Kokomo247.com.
- 2.2. Updates to Service. Kokomo may develop and within commercially reasonable time upon completion of Service development, provide updates, upgrades, enhancements, bug fixes and workarounds for the Service on a regular basis ("Updates"). Updates are deemed to be a part of the Service and are included at no additional charge.
- 2.3. Implementation Services. Beginning on the Effective Date, Kokomo shall provide all Implementation Services necessary and appropriate for the proper configuration, set-up, and customization of the Service for Customer as set forth in the Service Order. In addition, Kokomo agrees to provide Customer and its Users with training with respect to the use of the Service as set forth in the Service Order.
- 2.4. Support Services. During the Term, Kokomo will promptly respond to Customer support requests and correct any failure of the Service to perform without material error or defect or otherwise in accordance with its published specifications and/or the requirements of this Agreement and the Service Order in material aspects ("Support Services"). Kokomo's Support Services hereunder will include, but will not be limited to, Kokomo will within commercially reasonable time promptly: (i) responding to questions about using the Service; (ii) exercising all commercially reasonable efforts to resolve functional problems or issues reported by Customer with respect to the Service; (iii) exercising all commercially reasonable efforts to resolve any technical problems or issues related to use, operation, or performance of the Service; and (iv) answering other questions and issues associated with the Users' use of the Service.

3. Payment

- 3.1. Invoicing and Payment. Access to the Service or to certain features of the Service may now or in the future require the payment of fees such as subscription fees ("Fees"). Fees shall be set forth on a Service Order agreed between the Parties which describes such Fees. Kokomo will charge Fees in US dollars or such other method specified in the Service Order. Except as otherwise provided herein or Service Order, all Fees are non-refundable. Kokomo may add features to the Service on a going forward basis at any time and may charge additional Fees to be mutually agreed upon separately for such additional features if Customer elects in writing to use such features. Kokomo reserves the right, upon 7 days' prior written notice to Customer, to change the Fees charged for any subscription upon the renewal of such subscription and in any event not by more than the Consumer Price Index from year to year. Kokomo will invoice Customer in accordance with the relevant Service Order. Unless otherwise stated in the Service Order, invoiced charges are due thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information and notifying Kokomo of any changes to such information. If Customer's payment method fails or its accounts are past due, (a) Customer agrees to pay all amounts due upon demand by Kokomo, (b) Kokomo may collect Fees owed using other collection mechanisms (including charging other payment methods Customer may have on file with Kokomo), provided that Kokomo gives at least ten (10) business days' written notice to Customer of such payment failure, (c) Kokomo reserves the right to either suspend or terminate Customer's Account or access to the Service, provided that Kokomo gives at least ten (10) business days' written notice to Customer of such payment failure, and (d) Customer agrees to pay a late fee of one and one half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.
- 3.2. Collection Fee. In the event Customer fails to pay overdue charges, Kokomo may refer Customer's account(s) to a third party for collection. Customer agrees that if it becomes necessary for Kokomo to refer Customer invoices to a third party for collection, Kokomo will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18%, to cover the internal collection-related costs Kokomo has incurred on such invoices through and including the date on which Kokomo refers the invoices to such third party. To the extent permitted by law, Customer agrees to pay Kokomo any reasonable and documented additional costs and fees Kokomo reasonably incurs to collect amounts outstanding on Customer invoices. Customer expressly authorizes, and specifically consents to allowing, Kokomo and/or its outside collection agencies, outside counsel, or other agents to contact Customer in connection with any and all matters relating to unpaid past due charges billed by Kokomo to Customer. Customer agrees that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that Customer has provided, or may in the future provide, to Kokomo. Customer agrees and acknowledges that any e-mail address or any other electronic address that Customer provides to Kokomo are Customer's private address and are not accessible to unauthorized third parties. For attempts to collect unpaid charges, Customer agrees that, in addition to individual persons attempting to communicate directly with Customer, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.
- 3.3. Payment Disputes. Kokomo shall not exercise its rights under Section 3.1 (invoicing and Payment) or 3.2 (Collection Fee) with respect to those charges that are under reasonable and good faith dispute and for which Customer is cooperating diligently to resolve the dispute.

4. Licenses

- 4.1. License from Kokomo to Customer. Subject to this Agreement, Kokomo grants to Customer and its Users a worldwide, non-exclusive, non-transferable (except as otherwise expressly permitted herein), terminable license to use the Service
- 4.2. Customer Data. If Customer inputs any Customer Data for processing through the Service, then Customer grants to Kokomo a worldwide, non-exclusive, royalty-free license, for the duration of this Agreement, to such Customer Data for the sole purpose of providing the Service to Customer in accordance with this Agreement. Kokomo shall not, now or in the future, sell or disclose any Customer Data to any third party.

5. Confidentiality and Data Security

- 5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party (the "**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Customer's Confidential Information shall include the Customer Data; Kokomo's Confidential Information shall include the Service; and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Service Orders, as well as each Party's respective business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.
- 5.2. Exclusions. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as evidenced by the records of the Receiving Party.
- 5.3. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall promptly notify the Disclosing Party upon becoming aware of any unauthorized access, use, or disclosure of the Disclosing Party's Confidential Information.
- 5.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

- 5.5. Return of Customer Data. Upon expiration or termination of this Agreement and otherwise at any time, Kokomo shall: (a) within thirty (30) days, return to Customer, in a format and media mutually agreed between the Parties, all or any part of the Customer Data; and (b) erase or destroy all or any part of the Customer Data in Kokomo's possession or control, in each case to the extent so requested by Customer.
- 5.6. No License. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either Party.
- 5.7. Privacy Policy. The Kokomo Privacy Policy is hereby incorporated by reference into, and made a part of, this Agreement. If there is any conflict or inconsistency between this Agreement and the Kokomo Privacy Policy, this Agreement will control.
- 5.8. Data Security. Kokomo shall ensure that its personnel and subcontractors who have access to Customer Data shall, at all times, utilize appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Service and all Customer Data (including, to the extent applicable, use of encryption, firewall protection, intrusion detection and prevention tools and network management applications), all in accordance with generally accepted industry standards and the requirements of applicable data protection and privacy laws and regulations. In the event that Kokomo discovers any breach of security with respect to the Services or any Customer Data ("Security Breach"), Kokomo shall: (i) immediately (within 24 hours) notify Customer of the Security Breach; (ii) perform an investigation to learn the cause of the Security Breach; (iii) take commercially reasonable measures to prevent such a Security Breach in the future; and (iv) take commercially reasonable efforts to resolve any such Security Breach and fully cooperate with Customer in complying with any notification or other regulatory requirements that may result from such Security Breach.

6. ACCEPTABLE USE

BY USING THE SERVICE CUSTOMER AGREES NOT TO:

- 6.1. use the Service for any illegal purpose, or in violation of any local, state, national, or international law, or otherwise to engage in or promote harmful, offensive, inappropriate, fraudulent, or deceptive activities;
- 6.2. use the Service to violate, or encourage others to violate, the rights of third parties;
- 6.3. import into the Service or collect any Customer Data or other content that is unlawful, defamatory, libelous, or invasive of privacy through Customer's Customer Applications or otherwise;
- 6.4. without prior written consent of Kokomo, sell, sublicense, rent, lease, or otherwise transfer the access granted herein to the Service or any Materials other than to Affiliates, including on a time-share or service bureau basis, or copy, modify or distribute any portion of the Service;
- 6.5. use or apply, directly or indirectly, the Service in any manner competitive with the business of Kokomo.
- 6.6. use the Service to violate the security or integrity of, or otherwise abuse, or attempt to gain access to any application, computing device, system or network (each a "System") of any party, including those Systems that connect to the Service, except as required to access the Service as provided hereunder;
- 6.7. use the Service to distribute or facilitate the sending of unsolicited mass email or other messages, promotions or solicitations (e.g., "spam"), including advertising or other announcements of any kind;
- 6.8. disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Service or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
- 6.9. intentionally interfere with or damaging operation of the Service or any user's enjoyment of it, including by uploading or otherwise disseminating viruses or other malicious code; or
- 6.10. permit or authorize a third party to do any of the foregoing.

7. Term; Termination; Discontinuation and Modification of the Service.

- 7.1. Term. This Agreement commences on the Effective Date and shall continue in full force and effect until all subscriptions granted in accordance with this Agreement or a Service Order have expired or been terminated. The term of this Agreement shall commence on the start date specified in the applicable Service Order and continue for the subscription term specified therein (the "Initial Term") or the subscription term of any subsequent Service Order entered into between the parties ("Renewal Term") (the Initial Term and the Renewal Term collectively the "Term"). Except as otherwise specified in the applicable Service Order, all subscriptions shall automatically renew for additional Renewal Terms equal to the expiring Term unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Term.
- 7.2. Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Customer shall have no obligation to pay for any Fees covering the remainder of the term of all subscriptions after the effective date of termination. Unless otherwise stated in the applicable Service Order, upon any termination for cause by Kokomo, Customer shall pay any unpaid Fees covering the remainder of the term of all Service Orders after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any Fees payable to Kokomo for Service rendered in accordance with this Agreement for the period prior to the effective date of termination.
- 7.3. Termination for Convenience. Customer may terminate this Agreement at any time, for reason or no reason, upon thirty (30) days prior written notice to Kokomo. Unless otherwise set forth in an applicable Service Order, if Customer terminates this Agreement pursuant to this Section 7.3, Customer shall not be entitled to any refund and shall remain obligated to pay, as liquidated damages and not as a penalty, all outstanding Fees and charges, if any, not prepaid and owed relating to Customer's use of the Service at the time of such termination for the remainder of the Term under the applicable Service Order.
- 7.4. Effect of Termination. Upon expiration or termination of this Agreement, (i) Customer's and Users' right to access and use the Service shall immediately terminate, (ii) Customer and its Users shall immediately cease all use of the Service, and (iii) each party shall return or destroy (at the other party's election) and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party.
- 7.5. Modification of the Service. Kokomo reserves the right to make non-material modifications to the Service at any time with reasonable prior written notice to Customer, provided that such changes do not materially reduce the functionality of the Service. We will have no liability whatsoever on account of any such non-material change to the Service.

8. Ownership; Proprietary Rights

The Service is owned and operated by Kokomo. The Service and the Materials are protected by all relevant intellectual property and proprietary rights and applicable laws. Except for any Customer Data, all Materials contained in the Service are the property of Kokomo or our third-party licensors. Except as expressly authorized by Kokomo, Customer may not make use of the Materials. Kokomo reserves all rights to the Materials not expressly granted in this Agreement. Customer retains copyright and any other proprietary rights it holds in the Customer Data that Customer imports to the Service.

9. Indemnity

- 9.1. Indemnification by Kokomo. Kokomo shall defend, indemnify and hold Customer, and its respective officers, directors, partners, employees, consultants, contractors, Affiliates, subsidiaries and agents ("Customer Indemnitees") harmless against any loss, damage, costs, liability or expenses (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any Customer Indemnitee by a third party arising out of or in any way connected with: (i) any claim that the use of the Service as contemplated hereunder infringes or otherwise violates the patent, copyright, trade secret or other intellectual property or proprietary rights of such third party; (ii) Kokomo's violation of this Agreement or any representation or warranty referenced herein, or any applicable law or regulation; or (iii) Kokomo's violation of any third party right, including without limitation any publicity, confidentiality, property or privacy right, provided that Customer (a) gives written notice of the Claim to Kokomo; (b) gives Kokomo control of the defense and settlement of the Claim (provided that Kokomo may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Kokomo, at Kokomo's cost, all reasonable assistance. Kokomo may, at its expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; (ii) replace or modify the Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate the license for the infringing Service and relieve Customer of any obligation to pay Fees for the remainder of the Term following the effective date of termination, in which event Kokomo shall promptly issue to Customer a prorated refund of any pre-paid but unused Fees.
- 9.2. Indemnification by Customer. Customer agrees that it is responsible for Customer's and its Users' use of the Service, and Customer agrees to defend, indemnify and hold harmless Kokomo and its officers, directors, partners, employees, consultants, contractors, Affiliates, subsidiaries and agents (collectively, the "Kokomo Indemnitees") from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' and accounting fees and costs, incurred in connection with any Claims made or brought against any Kokomo Indemnitee by a third party arising out of or in any way connected with: (i) Customer's or its Users' access to, use of or alleged use of the Service in violation of this Section 6 (Acceptable Use), (ii) Customer's violation of this Agreement or any representation or warranty referenced herein, or any applicable law or regulation, (iii) Customer's violation of any third party right, including without limitation any Intellectual Property Right, publicity, confidentiality, property or privacy right, or (iv) any disputes or issues between Customer and any third party (except to the extent caused by Kokomo's breach of this Agreement or negligent or willful acts or omissions); provided that Kokomo (a) gives written notice of the Claim to Customer, (b) gives Customer control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Kokomo of all liability), and (c) provides to Customer, at Customer's cost, all reasonable assistance.

10. Warranty; Disclaimers

- 10.1. Mutual Representations. Each Party represents and warrants that: (i) it has the right to enter into this Agreement and any Service Order, doing so will not interfere with its contractual obligations to any third party, and the executed Agreement or Service Order shall constitute a valid binding obligation of such Party, and (ii) it will comply with all applicable law, including applicable data protection and privacy laws and regulations, in performing its obligations under this Agreement.
- 10.2. Kokomo Representations: Kokomo further represents and warrants that (i) it is the creator and owner of the Service, or has the necessary licenses, rights, consents, or permissions to authorize Customer and its Users to use the Service in accordance with this Agreement, (ii) it will provide the Service and all Implementation Services and Support Services in a professional and workmanlike manner and in accordance with generally accepted industry standards, (iii) it will maintain industry standard security measures to safeguard Customer Data in accordance with the requirements of this Section 5.8 and all applicable law, (iv) the Service shall operate without material defect and error and will substantially conform to the functionality set forth herein, and any applicable documentation and specifications provided by Kokomo, (v) the Service and materials do not and will not infringe, violate, or misappropriate any third party right, including any Intellectual Property Right, privacy right, or right of publicity, and (vi) to the best knowledge of Kokomo, the Service and Materials do not and will not contain any computer virus, malware, Trojan horse, worm, time bomb, back door, trap door, or other malicious code.
- 10.3. Customer Representations. Customer further represents and warrants that (i) it is the creator and owner of the Customer Data, or has the necessary rights, licenses, consents, and permissions to use and authorize Kokomo and users of the Service to use and distribute the Customer Data as necessary to provide the Service to Customer as contemplated hereunder, and (ii) Customer Data, and the use thereof in connection with providing the Service, does not and will not infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- 10.4. Use Disclaimer. Kokomo shall have no liability for any claims, losses, or damage to the extent caused by errors or omissions in any information provided to Kokomo by Customer in connection with the Service or any actions taken by Kokomo at Customer's direction. Kokomo shall have no liability for any claims, losses or damages arising out of or in connection with Customer's or any User's use of any material, information or results available through any third-party products, services, software or web sites that are accessed from within the Service. The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content. Kokomo reserves the right to immediately suspend Customer's use of the Service or, at any time, to remove any Customer Data, with concurrent notice (and provided that Kokomo shall endeavor to provide prior notice when possible or permitted), in instances where failure to immediately suspend such access or remove such Customer Data would violate applicable law, or cause a material and incurable harm to the rights of a third party or Kokomo.
- 10.5. General disclaimer. Except as provided in this Agreement or Service Order, the service is provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Except as expressly provided in this Agreement or any such Service Order, the Kokomo entities specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. Except as otherwise provided in this Agreement or Service Order, Customer assumes all risk for all damages that may result from customer's use of or access to the service.

- 10.6. Indemnification. The Service is not designed, intended, or authorized to process Protected Health Information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Where the Customer's use of the Service violates its own obligations under HIPAA, Customer shall indemnify and hold Kokomo harmless and its agents, employees, assigns from and against any and all claims, liabilities, assertions, damages, losses, costs and expenses, including any attorney fees incurred in connection with any claims made or brought against Kokomo or its agents, employees, assigns by a third party arising out of or in any way connected with the Customer's noncompliance of HIPAA.
- 10.7. Some jurisdictions do not allow the exclusion of certain warranties in certain circumstances. Therefore, some of the limitations set forth above may not apply.

11. Limitation of Liability

- 11.1. In no event shall either Party have any liability to the other Party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort (including negligence) or under any other theory of liability, and whether or not the Party has been advised of the possibility of such damages.
- 11.2. In no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, exceed five times (5x) the total Fees paid or payable under this Agreement to Kokomo by customer for access to and use of the Service during the preceding twelve (12) month period.
- 11.3. The foregoing shall not limit customer's payment obligations hereunder. In addition, notwithstanding anything in this Section 11 to the contrary, there shall be no limitation on the type or amount of a party's liability for the following: (i) damages resulting from a party's breach of its confidentiality or data security obligations under Section 5 of this Agreement, (ii) damages resulting from a party's gross negligence or willful misconduct, or (iii) a party's indemnification obligations for infringement of a third party's intellectual property hereunder. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability set forth in this agreement in certain circumstances. Accordingly, some of the above limitations may not apply.

12. Governing Law

This Agreement shall be governed by the laws of the State of Illinois without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, Customer and Kokomo agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Illinois for the purpose of litigating all such disputes.

13. General

- 13.1. Entire Agreement. This Agreement, together with the Privacy Policy, the Service Order, the Exhibits, and any other agreements expressly incorporated by reference herein, as applicable, constitutes the entire and exclusive understanding and agreement between Customer and Kokomo regarding Customer's use of and access to the Service and, except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the Parties.
- 13.2. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Service Orders), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.3. Aggregated Anonymous Data. Kokomo may collect aggregate data about Customer's use of the Service that is non-personally identifiable with respect to Customer or any User or individual ("**Aggregated Anonymous Data**"), and may use and disclose the Aggregated Anonymous Data for the purpose of providing and enhancing the Service. Aggregated Anonymous Data that is derived from Customer Data shall not be considered Customer Data for the purposes of this Agreement.
- 13.4. Waiver. Any waiver by a Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers shall be in writing.
- 13.5. Headings. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.
- 13.6. Severability. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.
- 13.7. Survival. Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration.
- 13.8. Notices. Any notices provided by Kokomo under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Service. Any other notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the Service Order or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section 13.8, and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b), if sent by electronic mail or facsimile (with electronic confirmation of receipt) on the recipient's next business day, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt"
- 13.9. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include without limitation denial-of-service attacks, strikes (except by its own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, pandemic, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such Party continues to use commercially reasonable efforts to resume performance.
- 13.10. Compliance with Laws. Each Party agrees to comply with all applicable laws, including U.S. export laws, and regulations with respect to its activities hereunder.

- 13.11. Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.
- 13.12. Feedback. If Customer or Customer's Users submit suggestions, ideas, comments, questions, or post any information through the Service ("Feedback"), Customer grants Kokomo and its Affiliates a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable right to use (and full right to sublicense), reproduce, modify, adapt, publish, translate, create derivative works from, such Feedback.
- 13.13. Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, specific performance or other equitable relief to prevent the violation or threatened violation of the other party's obligations hereunder, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.
- 13.14. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the signatories and are not intended to benefit any third party.

14. Service Level Agreement (SLA) on Support

- 14.1. Service-Level Agreement (SLA) on Support. To provide smooth and stable operation during a critical system failure or natural disaster, we will provide a 24/7/365 full and tiered support system. Kokomo will provide a 24/7/365 full and tiered support system consisting of-
- ❑ End User: Issue reporting within Kokomo 24/7™ application or by email
 - ❑ Support Center:
 - ❑ Tier 1 email with a 24-hour response: the support staff will either validate or acknowledge the reported issue and respond to the end user within 24 hours. A ticket will be generated by our Service Management portal (Hubspot). Email communications to start resolving the reported issue commence. If the attempt to resolve the issue does not closed within a reasonable time, the ticket is escalated to Tier 2.
 - ❑ Service Operation Center:
 - ❑ Tier 2 live person outbound call only: the technical PM (project manager) or engineer will arrange a time to meet over online meeting or arrange a call to the end user to troubleshoot. If the ticket is not resolved within a reasonable time, the ticket is escalated to Tier 3 via Tier 2 engineer.
 - ❑ Tier 3 engineer interact with Tier 2 support: Tier 3 engineers will be involved in the continued effort to resolve with Tier 2 engineer.
 - ❑ Management: aggregation of issues and monthly review

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

BOARD OF EDUCATION MEETING NO. 3
UNADOPTED MINUTES
SPECIAL MEETING, August 22, 2023

CALL TO ORDER AND ROLL CALL

The special meeting of the Glendale Unified School District Board of Education was called to order by President Jennifer Freemon at 5:30 p.m. on Tuesday, August 22, 2023, in the Board Room of the Administration Center, 223 North Jackson Street, Glendale, California. The following members were present for roll call: Kathleen Cross, Ingrid Gunnell, Nayiri Nahabedian, Shant Sahakian, and Jennifer Freemon.

The following administrators were present: Dr. Darneika Watson and Mr. David Greco.

PLEDGE OF ALLEGIANCE

Ms. Freemon led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Freemon 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

The motion to approve the agenda order as presented was made by Ms. Nahabedian and seconded by Ms. Gunnell. The motion was approved unanimously. AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

PUBLIC COMMUNICATIONS

No one addressed the Board at this time.

CLOSED SESSION

The Board recessed to Closed Session at 5:33 p.m. to hear the following:

1. Threat to Public Services or Facilities pursuant to Government Code §54957 Consultation with Dr. Darneika Watson, Interim Superintendent

MINUTES: August 22, 2023 – Special Board Meeting

CLOSED SESSION (Continued)

2. Conference with Legal Counsel-Existing litigation pursuant to Government Code Section §54956.9 (d)(1): JLI Case No. 19STCV22935
3. Public Employee Appointment/Employment pursuant to Government Code §54957
Title: Superintendent

REPORTING OUT OF CLOSED SESSION/RETURN TO OPEN SESSION

The Board of Education returned to open session at 10:20 p.m. No action was taken during Closed Session.

ADJOURNMENT

There being no further business, Ms. Freemon adjourned the meeting at 10:20 p.m.

Jennifer Freemon
President, Board of Education

Ingrid M. Gunnell
Clerk, Board of Education

Board of Education Minutes – Special Meeting, August 22, 2023
Recorded by: Ms. Phyllis Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

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

BOARD OF EDUCATION MEETING NO. 4
UNADOPTED MINUTES
SPECIAL MEETING, September 5, 2023

CALL TO ORDER AND ROLL CALL

The special meeting of the Glendale Unified School District Board of Education was called to order by President Jennifer Freemon at 6:30 p.m. on Tuesday, September 5, 2023, in the Board Room of the Administration Center, 223 North Jackson Street, Glendale, California. The following members were present for roll call: Kathleen Cross, Ingrid Gunnell, Nayiri Nahabedian, Shant Sahakian, and Jennifer Freemon.

The following administrators were present: Dr. Darneika Watson and Ms. Santha Rajiv.

PLEDGE OF ALLEGIANCE

Ms. Freemon led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Freemon 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 before this meeting."

APPROVAL OF THE AGENDA ORDER

The motion to approve the agenda order as presented was made by Ms. Cross and seconded by Ms. Gunnell. The motion was approved unanimously. AYES—Cross, Gunnell, Nahabedian, Sahakian, and Freemon.

PUBLIC COMMUNICATIONS

No one addressed the Board at this time.

CLOSED SESSION

The Board recessed to Closed Session at 6:33 p.m. to hear the following:

1. Threat to Public Services or Facilities pursuant to Government Code §54957 Consultation with Dr. Darneika Watson, Interim Superintendent

CLOSED SESSION (Continued)

2. Public Employee Appointment/Employment pursuant to Government Code §54957
Title: Superintendent

REPORTING OUT OF CLOSED SESSION/RETURN TO OPEN SESSION

The Board of Education returned to open session at 10:20 p.m. No action was taken during Closed Session.

ADJOURNMENT

There being no further business, Ms. Freemon adjourned the meeting at 10:20 p.m.

Jennifer Freemon
President, Board of Education

Ingrid M. Gunnell
Clerk, Board of Education

Board of Education Minutes – Special Meeting, September 5, 2023
Recorded by: Ms. Phyllis Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 2

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 3

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.	Alva, Vanessa Teacher, Special Education Crescenta Valley High School	8/14/23 through 12/21/23
2.	Chavez Stedman, Madeline Teacher, Regular 2 nd Grade Keppel Elementary	9/28/23 through 11/17/23
<u>Change of Maternity Leave of Absence</u>		
1.	Kennett, Jill Teacher, Regular 1 st Grade Mann Elementary	7/17/23 through 10/01/23
2.	Vink, Kayla Teacher, Regular 1 st Grade Mann Elementary	8/02/23 through 8/31/23
<u>Child Care Leave of Absence</u>		
1.	Sarkisyan, Mery Teacher, Regular Transitional Kindergarten La Crescenta Elementary	9/18/23 through 6/06/24
<u>Parental Leave of Absence</u>		
1.	Barsegyan, Nana Teacher, Regular Science Wilson Middle School	10/02/23 through 1/16/24

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Parental Leave of Absence (Cont.)</u>			
2.	Lombardi, John D.	Teacher, Regular Science Wilson Middle School	9/05/23 through 9/15/23
3.	Rodriguez, Lilian	Teacher, Early Education Franklin Elementary CDCC	8/14/23 through 10/27/23
4.	Sarkisyan, Mery	Teacher, Regular Transitional Kindergarten La Crescenta Elementary	9/18/23 through 12/18/23

Change of Parental Leave of Absence

1.	Vink, Kayla	Teacher, Regular 1 st Grade Mann Elementary	9/01/23 through 10/24/23
----	-------------	--	--------------------------

Health Leave of Absence

1.	Agabalian, Bella	Teacher, Regular Kindergarten FLAG Jefferson Elementary	8/29/23 through 9/29/23
2.	Bedrousi, Soseh	Teacher, Regular Art Glendale High School	8/14/23 through 12/04/23
3.	Ghazaryan, Alvina	Teacher, Regular 5 th Grade Balboa Elementary	8/28/23 through 10/01/23
4.	Gonzalez, Roxana	Teacher, Regular Verdugo Academy Daily High School	8/14/23 through 11/14/23
5.	Yaghoub, Arpik	Teacher, TK Early Education Jefferson Elementary	9/05/23 through 10/10/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Health Leave of Absence</u>		
1.	Buyer, Michele Nurse Student Services	5/13/23 through 2/25/24
<u>Family & Medical Leave of Absence</u>		
1.	Agabalian, Bella Teacher, Regular Kindergarten FLAG Jefferson Elementary	8/29/23 through 9/29/23
2.	Alva, Vanessa Teacher, Special Education Crescenta Valley High School	8/14/23 through 11/03/23
3.	Chavez Stedman, Madeline Teacher, Regular 2 nd Grade Keppel Elementary	9/28/23 through 1/08/24
4.	Ghazaryan, Alvina Teacher, Regular 5 th Grade Balboa Elementary	8/28/23 through 10/01/23
5.	Gonzalez, Roxana Teacher, Regular Verdugo Academy Daily High School	8/14/23 through 11/03/23
6.	Lombardi, John D. Teacher, Regular Science Wilson Middle School	9/05/23 through 9/15/23
7.	McGrath, Diana Teacher, Regular English Clark Magnet High School	9/05/23 through 12/01/23
8.	Yaghoub, Arpik Teacher, TK Early Education Jefferson Elementary	9/05/23 through 10/10/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Family & Medical Leave of Absence</u>		
1.	Kennett, Jill Teacher, Regular 1 st Grade Mann Elementary	7/17/23 through 10/01/23
<u>Extension of Family & Medical Leave of Absence</u>		
1.	Bedrousi, Soseh Teacher, Regular Art Glendale High School	5/03/23 through 9/27/23
2.	Buyer, Michele Nurse Student Services	5/13/23 through 10/06/23
<u>Home Responsibility Leave of Absence</u>		
1.	Melikian, Melany Teacher, Regular English Hoover High School	10/05/23 through 6/06/24

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Additional Assignment</u>			
1.	Aleksandryan, Anet Ali, Kiran Barsoumian, Tamara Beghouzian, Katharine Brown, Stephanie Buensuceso, Elena Campanian, Carolyn Dashdemirians, Christine Dreyfus, Martha Ghazaryan, Alvina Gorsuch, Pamela Igraryan, Emma Kaeller, Meri Kadzhikyan, Lusine Kamiya, Roselia Khoury, Saba Kim, Deborah Krikorian, Seran Martinez, Josefina Martirosyan, Anna Mayo, Erin Prichard, Jamie Santiago, Karla Serna, Kirra Shatikian, Sareen Smith, Adriana Tevosyan, Zhanna Trivitt, Patricia Valdez, Erick Valdez, Iris Vallejo, Isias Viggiano, Jean Yang, Joshua Yapundjian, Narine Yeung, Aradar P. Zuniga, Desirae	Teachers, Teacher Specialist, RSP and counselor as needed, to participate in grade level PLC collaboration and planning. Teachers to participate in professional development and workshops for parents and different instructional strategies at Balboa Elementary School.	8/01/23 through 6/14/24 District Initiated Special Projects rate of pay of \$40.95 per hour for planning Categorical Project Instruction rate of pay of \$44.10 per hour Not to exceed \$30,000.00 total Title I 01.0 30100.0 11100 10000 1130 2000000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
2.	Martin, Christina Romeo, Jennifer Elementary Teacher/Assistant to the Principal 2023-2024 Fremont Elementary	8/14/23 through 6/06/24 \$945.78 for the school year (\$85.98 per month/11 monthly payments) 01.0 00000.0 11301 10000 1170 0005616
3.	Burkhart, Melinda James, Nicolas Jang, Clotilde Wathen, Youngmi Teachers, as needed, for a full day of work and utilized planning day during the summer. Teaching & Learning.	8/01/23 through 8/11/23 Substitute daily rate of pay Not to exceed 1-day per teacher 01.0 62660.0 11100 10000 1160 0000618
4.	Aguilar, Shari Ann Arakelyan, Gareging Asatryan, Arpi Biggs, Caden Boykin, Byron Brownstein, Gina Campbell, Melissa Capehart, Jennifer Chan, Cynthia Cherkezian, Arpy Cohen, Debra Collard, Ann Contreras, Andrea Cooney, Laurreta Corpuz, Kimberly Danial, Mariam Demirchyan, Armen Derian, Nelli Eliertson, Chad Estal, Rommel Estep, Amy Eulmessekian, Pateel Galoyan, Armine Herabidian, Azad Teachers, Teacher Specialist, Teacher on Special Assignment, Substitute Teachers and other staff members as needed to participate in professional training sessions, collaboration, curriculum development, student support needed to organize, supervise and tutor, teacher/parent/ guardian meetings at Herbert Hoover High School.	7/01/23 through 6/30/24 District Initiated Special Projects rate of pay of \$40.95 p/hr (for planning) Categorical Project Instruction rate of pay of \$44.10 p/hr (with students) Not to Exceed \$10,000.00 total Title I 01.0 30100.0 11100 10000 1130 0300000

Position

Effective Dates
And Salary Rate

Additional Assignment
(Cont.)

Hong, Christian
ldzhyan, Gevorg
Isaeian, Mazhan
Javidan, Homa
Jilizian, Vigen
Joelson, DeAnna
Kakosian, Sosi
Kaufman, Sharon
Kevorkian, Talin
Kim, Christine
Kim, Seah
LeClear, William
Lim, Jessie
Lowe, Kristine
Luna, Javier
Lundin, Dale
Manin, Jerome
Mejia, Victor
Melikian, Melany
Miranda, Argelia
Myles, Robbie
Oei Cynthia
Olvera, Evelyn
Otten, Caitlin
Parker, Derek

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Additional Assignment</u> (Cont.)			
5.	Peterson, Anthony Pinsker, Jason Ponziano, Domenico Robinson, Eric Rogers, Emily Rojas, Rosendo Safaryan, Luiza Salce, Julianna Scates, David Schmidt, Anna Marie Shagoulian, Haik Sharma, Kirk Sood, Vandana Sparling, Benjamin Stepanyan, Edgar Stewart, Allison Suri, Lara Van Ackeren, Carrie Van Patten, John Wilke-Lewis, Monica Yu, Helen	Teachers, Teacher Specialist, Teacher on Special Assignment, Substitute Teachers and other staff members as needed to participate in professional training sessions, collaboration, curriculum development, student support needed to organize, supervise and tutor, teacher/parent/ guardian meetings at Herbert Hoover High School.	7/01/23 through 6/30/24 District Initiated Special Projects rate of pay of \$40.95 p/hr (for planning) Categorical Project Instruction rate of pay of \$44.10 p/hr (with students) Not to Exceed \$10,000.00 total Title I 01.0 30100.0 11100 10000 1130 0300000
6.	Oviedo, Anthony James Peterson Babington, Janice	Teachers, as needed, to attend DHH training at Crescenta Valley HS Special Education	8/15/23 through 8/15/23 At \$40.95 per hour Not to exceed 1.50 hours, each Special Education - SAI - Core SC 01.0 65000.0 57601 11100 1130 0000600
7.	Gibson, Robert Howe-Flores, Jessica Brinker, Louis Rosales, Michael Foster, Zoe Walgenbach, Aaron	Teachers to work as needed for Special Education FACTS Program	8/16/23 through 6/05/24 \$44.10 per hour Not to exceed 1 hour per each day Special Education - FACTS 01.0 65000.0 57603 11100 1130 5400000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u>		
<u>(Cont.)</u>		
8.	Allen, Jon Beerman, Brent Besoli, Amy Chang, Ame Chaplar, Kathi Cheney, Michele Choi, Joyce Deitch, Patricia DerMesropian, Sandra Engen, Christina Evans, Robb Furutani, Derrel Gregorian, Arin Hall, Gavin Harris, Alicia Hart, Omar Johnson, Richard Lee, Jamie Levering, Sam Mack, Shannon Manukyan, Christina McGuire, Amber Merlo, Reid Milano, Kristen Mucic, Jenn Ngai, Ricky Orchid, Darren Patton, Julie Platt, David Poole, Jacob Sakonju, Jan Saw, Win Sellards, Reggie Tanahan, Edit Tuason, Orenda Vasquez, Sierra	Teachers as provided to prepare students for the Advanced Placement Examinations at Crescenta Valley High School
		8/16/23 through 5/31/24 340 hours at \$44.10 for a total of \$15,000 01.0 01000.0 11100 10000 1130 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> <u>(Cont.)</u>		
9.	Hakobyan, Nare Saw, Win Verdugo Academy Home Hospital Teachers, as needed General Education Special Education	8/16/23 through 6/30/24 Regular Hourly Rate Not to Exceed 6 hours per week, per home hospital student 01.0 00000.0 19029 10000 1130 0005682 01.0 00000.0 19006 10000 1130 0000600
10.	Ghazaryan, Alvina Hakobyan, Nare Verdugo Academy Home Hospital Teachers, as needed General Education Special Education	8/16/23 through 6/07/24 Regular Hourly Rate Not to Exceed 6 hours per week, per home hospital student 01.0 00000.0 19029 10000 1130 0005682 01.0 00000.0 19006 10000 1130 0000600
11.	Dersaroian, Taleen Stupakis, Frances Teachers, as needed, to participate in training for Peacemaker Coach at R.D. White Elementary School	1/30/23 through 6/09/23 \$1,250.00 per person stipend not to exceed a total of \$2,500.00 Donation Account 01.0 95100.0 11100 10000 1130 4300000 Funding for this stipend is provided by Soul Shoppe Programs and \$2,500 has been deposited into donation account to pay the stipends.

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
12.	Danlag, Melinda Del Aguila, Nelly Khatchatrian, Nora Lau, Myrna Mirmojarabian, Sadat Mitchell, Mary Ann Munoz, Caroline Setton, Elizabeth Shammaa, Randa	School Nurse as needed to work additional hours, Health Services 8/01/23 through 6/30/24 Hourly rate of pay not to exceed \$ 20,000 total Health Services 01.0 00000.0 00000 31401 1234 0000681

<u>Additional Assignment</u> <u>(Cont.)</u>	<u>Position</u>	<u>Effective Dates</u> <u>And Salary Rate</u>
13. Silva, Melissa Telleria, Diana	Head Teachers and teachers as needed for Child Development and Child Care (CDCC) for working with students	7/01/23 through 6/30/24 \$44.10 per hours, not to exceed 100 hours each. Child Development Activities 12.0 50251.0 85000 10000 1130 0000671 Self-Support Combined 01.0 91500.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1130 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1130 0000671 California State Preschool 12.0 61052.0 85000 10000 1130 0000671 Child Development Activities 12.0 61051.0 85000 10000 0000671 ELOP 01.0 26000.0 85000 10000 1130 0000671 Child Development Activities 12.0 50252.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91300.0 85000 10000 1130 0000671 California State Preschool 12.0 61050.0 85000 10000 1130 0000671

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
14.	Castaneda, Sydnee Mitropoulos, Daphane Regli, Peter	Verdugo Academy Home Hospital Teachers, as needed. General Education Special Education Verdugo Academy
		8/16/23 through 6/30/24 Regular hourly rate Not to exceed 6 hours per week, per home hospital student 01.0 00000.0 19029 10000 1130 0005682 01.0 00000.0 19006 10000 1130 0000600
15.	Castagnari, Laura	Counselor, as needed, to provide academic counseling during 2022-2023 summer school at Eleanor Toll Middle School
		6/12/23 through 7/17/23 At daily rate of pay Not to Exceed Five days total Title I 01.0 30100.0 00000 31100 1232 0700000
16.	Chia, Janet	Elementary Teacher/Assistant to the Principal at La Crescenta Elementary School
		8/14/23 through 6/07/24 \$945.78 for the school year 01.0 00000.0 11301 10000 1170 0005616
17.	Clarke, Andra D.	Teacher, as needed, to work as Assistant to the Principal, Cloud Pre-School, Special Education
		8/01/23 through 6/30/24 \$85.98 per month, 11 months Special Education - Cloud 01.0 65000.0 57301 11100 1170 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
18. Faieta, April	Verdugo Academy Home Hospital Teachers, as needed General Education Special Education	8/16/23 through 6/07/24 Regular Hourly Rate Not to Exceed 6 hours per week, per home hospital student 01.0 00000.0 19029 10000 1130 0005682 01.0 00000.0 19006 10000 1130 0000600
19. Fitzgibbons, Jodi	Elementary Teacher to serve as Assistant to the Principal 2023-2024 Valley View Elementary	8/14/23 through 3/06/24 Not to Exceed \$945.78 01.0 00000.0 11301 10000 1170 0005616
20. Jones, Linda	Retired School Nurse as needed for assignments Health Services	7/01/23 through 6/30/24 Hourly rate of pay not to exceed \$30,000 Health Services 01.0 00000.0 00000 31401 1234 0000681
21. Kohlmeier, Kris	ETIS Teacher Specialist as needed, to assist with Teacher Technology Academies, Student Information System, Parent Outreach, Implementation of ParentSquare, Summer School and Training of clerks and admin. ETIS	7/01/23 through 6/30/24 Daily rate of pay Not to exceed 25 days total Educational Technology & Information Services 01.0 00000.0 00000 21006 1130 0000635

<u>Additional Assignment</u> <u>(Cont.)</u>	<u>Position</u>	<u>Effective Dates</u> <u>And Salary Rate</u>
22. Nazeri, Ana	Substitute teacher as needed for CDCC	7/01/23 through 6/30/24 At daily rate of pay, not to exceed 186 days each Child Development Activities 12.0 50251.0 85000 10000 1160 0000671 Self-Support Combined 01.0 91500.0 85000 10000 1160 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1160 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1160 0000671 California State Preschool 12.0 61052.0 85000 10000 1160 0000671 Child Development Activities 12.0 61051.0 85000 10000 1160 0000671 ELOP 01.0 26000.0 85000 10000 1160 0000671 Child Development Activities 12.0 50252.0 85000 10000 1160 0000671 Self-Supporting Daycare 01.0 91300.0 85000 10000 1160 0000671 California State Preschool 12.0 61050.0 85000 10000 1160 0000671

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> <u>(Cont.)</u>		
23.	Nersesyan, Arevik School counselor, as needed, to assist the principal and students with school festival and activities at Balboa Elementary School	8/01/23 through 6/20/24 Daily rate of pay Not to exceed \$3,000.00 total Supplemental 01.0 01000.0 00000 31100 1232 2000000
24.	Ovsepyan-Kmbikyan, Alis Teacher, as needed, for Night Track Daily High School	8/16/23 through 6/07/24 Hourly rate of \$44.10 3 hours per week 01.0 1130 00000.0 0001682 19028 10000
25.	Sasse, Collin ETIS Teacher Specialist as needed, to assist with Teacher Technology Academies, Implementation of ParentSquare, Summer School Support, Teacher Trainings, and Curriculum Implementations	7/01/23 through 6/30/24 Daily rate of pay Not to exceed 20 days total (each) Educational Technology & Information Services 01.0 00000.0 00000 21006 1130 0000635
26.	Sergile, Kara Substitute School Nurse as needed Health Services	8/01/23 through 6/30/24 Daily Rate of pay not to exceed \$50,000 01.0 65000.0 57607 31400 1214 0000600 (12%) 01.0 00000.0 00000 31401 1214 0000681 (88%)

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
27. Witler, Esther	Retired Teacher, as needed, to attend DHH training at Crescenta Valley HS Special Education	8/15/23 through 8/15/23 At \$40.95 per hour Not to exceed 1.50 hours, each Special Education - SAI - Core SC 01.0 65000.0 57601 11100 1130 0000600
<u>Release – Temporary Employee</u>		
1. Ellis, Elizabeth T.	Teacher, Temp Contract Columbus Elementary	Effective 9/01/23
<u>Change of Management Position</u>		
1. #38225	TO: Principal, High School Glendale High School	Effective 9/13/23 225 days
<u>Voluntary Decrease in Assignment</u>		
1. Lee, Jamie	Teacher, Regular English Crescenta Valley High School	Effective 8/14/23 From 100% to 80%
<u>Voluntary Increase in Assignment</u>		
1. Crouppen, Elizabeth C.	Language, Speech & Hearing Specialist Special Education	Effective 8/14/23 From 60% to 100%
<u>Election to Management Position</u>		
1. Hanson, Jessica	TO: Assistant Principal, High School or Middle School Probationary, 1 st year School To Be Determined	Effective 9/18/23 210 days

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election</u>			
1.	Abrahamian, Roubina	Teacher, Probationary, 1 st year CDCC TK Jefferson Elementary	Effective 8/14/23
2.	Cherkezian, Arpy	Teacher Specialist, Probationary, 1 st year Hoover High School	Effective 8/14/23
3.	Collin, Octavio	Teacher, Probationary, 1 st year Glendale High School	Effective 8/14/23
4.	Conry Sesay, Kathleen	Teacher, Probationary, 1 st year Monte Vista Elementary	8/14/23 through 6/06/24
5.	Duran, Steven	Teacher, Temp Contract CTE Rosemont Middle School	8/23/23 through 6/06/24
6.	Durry, Pattie C.	Teacher, Temp Contract La Crescenta Elementary	8/14/23 through 6/06/24
7.	Gibso, Robert	Teacher, Probationary, 1 st year FACTS	Effective 8/14/23
8.	Gomez Soria, Jose	Teacher, Temp Contract Glendale High School	8/14/23 through 6/06/24
9.	Grierson, Nicolle P.	Teacher, Temp Contract Franklin Elementary	8/14/23 through 6/06/24
10.	Heberger, Shannon N.	Teacher, Temp Contract Mountain Avenue Elementary	8/14/23 through 6/06/24 40%
11.	Hines, Elysia	Counselor, Temp Contract Jefferson Elementary	8/07/23 through 6/06/24

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
12.	Hutchins, Lisa Teacher, Temp Contract Rosemont Middle School	8/14/23 through 6/06/24
13.	Jamero, Betia Teacher, Probationary, 1 st year Crescenta Valley High School	Effective 8/14/23
14.	Jimbo Galarza, Maria Teacher, Probationary, 1 st year Special Education	Effective 8/14/23
15.	Kakosian, Sosi Teacher, Probationary, 2 nd year Hoover High School	Effective 8/14/23
16.	Kenny, Shelby Teacher, Probationary, 1 st year Jefferson Elementary	Effective 8/14/23
17.	Khodjasaryan, Sarineh Teacher, Probationary, 1 st year Columbus Elementary	Effective 8/14/23
18.	Pogosian, Elena Teacher, Temp Contract CDCC TK La Crescenta Elementary	8/15/23 through 6/06/24
19.	Rachunok, Micheala Teacher, Probationary, 1 st year Columbus Elementary	Effective 8/14/23
20.	Sadr, Hasina Counselor, Temp Contract Glendale High School	8/02/23 through 6/06/24
21.	Sandoval, Luis Teacher, Temp Contract Toll Middle School	8/21/23 through 6/06/24

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
22.	Sotelo, Thalia Teacher, Temp Contract Special Education Glendale High School	8/14/23 through 6/06/24
23.	Truong, Christina Teacher, Probationary, 1 st year Glendale High School	Effective 8/14/23
24.	Tsao, Johnny Teacher, Probationary, 1 st year Crescenta Valley High School	Effective 8/14/23 60%
25.	Villanueva, Dani Teacher, Temp Contract Cerritos Elementary	8/14/23 through 6/06/24
26.	White, Ashley Teacher, Temp Contract Toll Middle School	8/21/23 through 6/06/24
<u>Election Hourly/Daily</u>		
1.	Bishop, Joshua Isayan, Sevada Khodagulyan, Armond Ohanis, Aram Teachers, as needed, to plan and provide additional instruction in CTE programs at Clark Magnet High School.	8/01/23 through 6/05/24 Categorical Projects Instruction rate of pay of \$44.10 District Initiated Special Projects rate of pay of \$40.95 (for planning) Not to exceed \$10,000.00 total Supplemental 01.0 01000.0 11100 10000 1130 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
2.	Avery, Lisa Castano, Tamar Cho, Jordan Cole, Jessica Curtis, Elizabeth Kracker, Shannon Monaco, Elizabeth Stein, Stephanie Welsh, Janet Davolio, Jacqueline Gruss, Margaret Hoang, Kevin Hu, Robin Lee, Jeenie Moon, Christina O'Rourke, Sean Bakas, Katia Dawson, Angie Fox, Stacy Grant, Adam Kim, Hamilton Leininger, Lorena Anker, Mike Andreas, Andre Baldwin, Amanda Bedrousi, Miro Chuang, Salome Ghim, Yong McMillin, Krista Buyer, Jim Cheon, Yunseong Combs, Sarah Jo Chu, Melody Maynes, Carrie Mori, Michelle Tanabe, Keiko Riehl, Carla Rivera, Laura	Teachers as needed to provide extra supervision at lunchtime at Rosemont Middle School 8/16/23 through 6/04/24 \$44.10 Not to Exceed \$15500 01.0 0000.0 11309 10000 1130 0600000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>	
	<u>(Cont.)</u>	
	Zuniga, Jennifer Young, Celine Chappell, Robert Mustain, James Olmedo, Jorge Sion, Carolyn Giraco, Maria Khatchetourian Daniella Perez-Santa Maria, Jennifer Tyler, Ian Vakian, Mike	
3.	Tyler, Ian Welsh, Janet Zuniga, Jennifer	Teacher, as needed to supervise students for alternative for suspension (ATS) Rosemont Middle School
		8/16/23 through 6/07/24 3 hours per week Hourly Rate of \$44.10 01.0 00000.0 19028 10000 1130 0001682
4.	Hacker, Elaine Barnes, Judy Simpson, Barbara Woodward, Jeanette	Retired teachers, as needed, for intervention to support students learning below grade level at Verdugo Woodlands ES.
		8/16/23 through 6/05/24 \$44.10 Per hour Not to exceed 100 hours Account Number: 01.0 42030.0 11100 10000 1130 4200673
5.	Hacker, Elaine Barnes, Judy Simpson, Barbara Woodward, Jeanette	Retired teachers, as needed, for intervention to support students learning below grade level at Verdugo Woodlands ES.
		8/16/23 through 6/05/24 \$44.10 Per hour Not to exceed 337 hours Account Number: 01.0 95100.0 11100 10000 1130 420000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
6.	Hacker, Elaine Barnes, Judy Simpson, Barbara Woodward, Jeanette	Retired teachers, as needed, for intervention to support students learning below grade level at Verdugo Woodlands ES.
		8/16/23 through 6/05/24 \$44.10 per hour Not to exceed 113 hours Account Number: 01.0 01000.0 11100 10000 1130 4200000
7.	Babakhanian, Anna Balabanyan, Nvart Castillo, Liliana Garibyan, Monika Gonzalez, Alina Gracias, Luisa Kataroyan, Talin Kzlyan, Armeni Lee, Jessica Nazarian, Tania O'Rourke, Roxanne Roses, Lauren Weller, Emily Yim-Kurosu, Marcella	Teachers and Teacher Specialist, as needed, to attend ILT retreat to organize the 2023-2024 instructional school year at Horace Mann Elementary School
		8/10/23 through 8/10/23 Daily sub rate of pay Not to exceed 1 day total Supplemental 01.0 01000.0 11100 10000 1130 3500000
8.	Fong, Ann-Marie Kang.Sarah Kim, Cindy Lee, Susan	Teachers, as needed, for ILT meeting and collaboration at Monte Vista Elementary School
		8/10/23 through 8/10/23 Daily sub rate of pay Not to exceed 1 day each total Supplemental 01.0 01000.0 11100 10000 1130 3700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
9.	Andrews, John Asadourian, Mirna Barakezyan, Armenuhi Beard, David Carroll, John Cate, Laura Cerda, Humberto Doody, Melanie Elzanaty, Mohammed Emmett, Rae Etta Ganevsky, Kent Garcia, Sandra Giblin, Nicolette Glyptis, Helen Goldsbury, Janet Gonzales, Elena Gonzalez, Elwing Hamdan, Joyce Hartooni, Armineh Jurado, Meztli Lester, Keith Maleque, Yasmin Mamtora, Shraddha Marmie, Ken Mercado, Geraldine Park, Joshua Pascale, Jean-Marie Petrosian, Jozet Piper, Morgen Rodriguez, Corina Sarkissian, Ani Suhr, Ashley Tapper, Alicia Valenzuela, Laura Vargas, Kari Vasquez, Kevin Ventresca, Dianne Wolcott, Ken	Teachers, as needed, to provide extended learning and support students with tutoring after school at Theodore Roosevelt Middle School
		8/29/23 through 5/16/24 Categorical Project Instruction rate of Pay \$44.10 per hour (with students) Not to exceed \$10,000.00 total Title I 01.0 30100.0 11100 10000 1130 0500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
10.	Balasanya, Tina Barboza Flores, Aurora Belfi, Kelly Bennett, Jessica Botts, Narine Choi, Unis Clarke, Andra Doody, Melanie Evans, Dominique Fox, Danielle Gargiulo, Jill Grigoryan, Satenik Hansen Bringas, Karla Harlan, Leslie Hawker, Nancy Isayan, Sevada Khodagulyan, Armond Knight, Jacqueline Kohlmeier, Kris LaFee, Cassidy Manalo, Michelle Markarian, Jessica McGuire, Amber Minassian, Zovig Myles, Sally Odell, Heather Partikian, Talin Piscitelli Carrasco, Antonia Sasse, Collin Shiomi, Audrey Stuffel, Linda Razumich Yahiayan, Hrant Avik	Teacher & Teacher Specialists, as needed, to work outside their contractual dates to plan and present professional development for GUSD Summer Spark. Teaching & Learning	7/01/23 through 8/09/23 \$40.95 per hour to plan and \$47.25 per hour to present, per teacher Not to exceed 20 planning hours, 15 presenter hours 01.0 62660.0 11100 10000 1130 0000618

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
11.	Argudo, Courtney Hoskins, Joshua Kenny, Shelby Malayan, Anahit Mesropyan, Armenuhi Padrumyan, Arpine	Teachers and Substitute Teachers, as needed, to attend teacher initiation professional development after school, at Thomas Jefferson Elementary School
		9/13/23 through 6/05/24 District Initiated Special Projects rate of pay at \$40.95 per hour Not to exceed \$2,215 total Title I 01.0 30100.0 11100 10000 1130 3000000
12.	Crescenta Valley HS Sanchez, Angelica Glendale High School Carbajal, Kristina	Teachers, as needed to provide support on using APEX Program. Innovation, Instruction, Assessment & Accountability. IIAA
		7/01/23 through 6/30/24 Hourly rate per hour \$ 40.95 per hour Not to exceed 2 hours each King-Instruction Program 01.0 00000.0 11301 10000 1130 0005616
13.	Estep, Amy Manin, Jerome Ponziano, Domenico Rogers, Emily	Teachers as needed for travel time from Toll to Hoover.
		7/01/23 through 6/30/24 Not to Exceed 15 mins travel time per day at the regular rate of pay. 01.0 00000.0 11303 10000 1130 0300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
14.	Akiyama, Elizabeth Bagiryan, Diana Barchan, Lane Barrios Garcia, David Bozoyan, Vahe Browne, Nicole Bryan, Marie Capdevila Gutierrez, Maria Cassels, Brian Chui, Derek Chui, Peggy De La Garza, Brad De Luna, Violet Del Core, Amanda Dobos, Cory Doolittle, Jason Dupre, Bristol Estep, Amy Fabanish, Katherine Galvin, Alison Garcia, Michael Gottheil, Ignacio Hall, Fonda Hawker, Nancy Herrera, Andrea Hoppe, Julie Jackson, Kimberly Kho, Carminda Lee, Allison Lisiewicz, Danica Lissebeck, Debra Lopez, Joel Mandjikian, Houry Manin, Jerome Mathevosian, Anzhik McMillon, Sharon Mirzayan, Talynn	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 Eleanor Toll Middle School.	7/01/23 through 6/30/24 District Initiated Special Projects rate of pay of \$40.95 per hour (for planning) Categorical Project Instruction rate of pay of \$44.10/hour (with students) Not to exceed a total of \$45,000.00 total Title I 01.0 30100.0 11100 10000 1130 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>	
	<u>(Cont.)</u>	
	Pakradouni, Anni	
	Panikowski, Michael	
	Perez, Rebecca	
	Pittman, Isabel	
	Poladian, Sarkis	
	Ponziano, Domenico	
	Rain III, Mike	
	Realmuto, Paige	
	Rogers, Emily	
	Sanchez, Jason	
	Shih, Curtis	
	Jacobo-Soto, Jesus	
	Sandoval, Lisette	
	Tavener, Jennifer	
	Toth, Valerie	
	Tcharkhoutian, Vahe	
	Trinidad, Ryan	
	Veloz, Torrey	
	Wenn, Jonathan	
	White, Ashley	
	Witt, Kevin	
	Yegiyants, Anna	
15.	Fink, Sandra Barocio, Danny	Teachers as needed, to implement the WEB program including prep, training for Wilson students, and incoming student orientations at Wilson Middle School
		7/01/23 through 6/30/24 Categorical Project Instruction rate of pay of \$44.10 p/hr Not to exceed 25 hours each total. Supplemental 01.0 01000.0 11100 10000 1130 0800000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
16.	Akiyama, Elizabeth Bagiryan, Diana Barchan, Lane Barrios Garcia, David Bozoyan, Vahe Browne, Nicole Bryan, Marie Capdevila Gutierrez, Maria Cassels, Brian Chui, Derek Chui, Peggy De La Garza, Brad De Luna, Violet Del Core, Amanda Dobos, Cory Doolittle, Jason Dupre, Bristol Estep, Amy Fabanish, Katherine Galvin, Alison Garcia, Michael Gottheil, Ignacio Hall, Fonda Hawker, Nancy Herrera, Andrea Hoppe, Julie Jackson, Kimberly Kho, Carminda Lee, Allison Lisiewicz, Danica Lissebeck, Debra Lopez, Joel Mandjikian, Houry Manin, Jerome Mathevosian, Anzhik McMillon, Sharon Mirzayan, Talynn	Teachers, Teacher Specialist and Substitute Teachers, as needed, to plan for and to provide intervention and extended learning as needed, to support instruction and student learning, at Eleanor Toll Middle School.	7/01/23 through 6/30/24 District Initiated Special Projects rate of pay of \$40.95 p/hr (for planning) Categorical Project Instruction rate of pay of \$44.10 p/hr (with students) Not to exceed \$30,000.00 total Supplemental 01.0 01000.0 11100 10000 1130 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>	
	<u>(Cont.)</u>	
	Pakradouni, Anni	
	Panikowski, Michael	
	Perez, Rebecca	
	Pittman, Isabel	
	Poladian, Sarkis	
	Ponziano, Domenico	
	Rain III, Mike	
	Realmuto, Paige	
	Rogers, Emily	
	Sanchez, Jason	
	Shih, Curtis	
	Jacobo-Soto Jesus	
	Sandoval, Lisette	
	Tavener, Jennifer	
	Toth, Valerie	
	Tcharkhoutian, Vahe	
	Trinidad, Ryan	
	Veloz, Torrey	
	Wenn, Jonathan	
	White, Ashley	
	Witt, Kevin	
	Yegiyants, Anna	
17.	Lim, Jessie - Hoover HS Cho, Nahyun - Monte Vista ES	Teachers, as needed, to develop, edit and review the preliminary draft of the Korean Cultural Studies Curriculum designed for the Korean Dual Language Immersion and World Language students districtwide. Educational Services
		7/01/23 through 5/31/24 At \$40.95 per hour Not to exceed 84 hours total 01.0 94367.0 00000 21300 1130 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
18.	Der Gevorkian, Narbe Frazer, Steven Isayan, Sevada Khodagulyan, Armond	Teachers, as needed, to provide supervision during Snack and Lunch, at Clark Magnet High School
		8/16/23 through 6/05/24 The regular rate of pay, not to exceed, \$20,000.00 total. 01.0 00000.0 11303 10000 1110 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
19.	Abisaab, Basam Asatryan, Karine Batra, Monika Bishop, Joshua Bogossian, Hilda Clemons, Christopher Davarhanian, Patrick Der Gevorkian, Narbeh Doom, Nicholas Eisenstein, Andrew Evans, Dominique Fang, Samantha Frazer, Steven Ghavam, Amir Gruss, Gerald Isayan, Sevada Khachatryan, Narine Khachatryan, Nushik Khodagulyan, Armond Kirakosyan, Ani Lockhart, Anthony Marcucci, Victoria Mardirosian-Indeyan, Violet McGrath, Diana Melville, Julie Mikaelian, Ani Mikaelian, Armineh Mikayelyan, Vardan Minassian, Zovig Minasyan, Nina Mkrtchyan-Antonyan, Anna O Gara, Melissa Ohanian, Erebuni Ohanis, Aram Paronikyan, Yeranui Pruitt, Conrad	Teachers, as needed, to provide after school tutoring and planning, at Clark Magnet High School.
		8/16/23 through 6/05/24 Categorical Project Instruction rate of pay of \$44.10 p/hr District Initiated Special Projects rate of pay of \$40.95 p/hr (for planning) Not to exceed \$10,000.00 total Supplemental 01.0 01000.0 11100 10000 1130 0900000

Position

Effective Dates
And Salary Rate

Election Hourly/Daily
(Cont.)

Schmit, Tinky
Shahverdian, Estine
Singh, Shalini
Turchin, Natasha
Vardanyan, Armine
Wallach, Bryna
Yogurtian, Melanie
Zamlich, Gregory

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
20.	Andrews, John Asadourian, Mirna Barakezyan, Armenuhi Beard, David Carroll, John Cate, Laura Cerda, Humberto Doody, Melanie Elzanaty, Mohammed Emmett, RaeEtta Ganevsky, Kent Garcia, Sandra Giblin, Nikki Glyptis, Helen Goldsbury, Janet Gonzales, Elena Gonzalez, Elwing Hamdan, Joyce Hartooni, Armineh Lester, Keith Maleque, Yasmin Mamtora, Shraddha Marmie, Ken Mercado, Geraldine Park, Joshua Pascale, Jean-Marie Petrosian, Jozet Piper, Mary Morgen Rodriguez, Corina Sarkissian, Ani Suhr, Ashley Tapper, Alicia Valenzuela, Laura Vargas, Kari Vasquez, Kevin Ventresca, Dianne Wolcott, Ken	Teachers, as needed, to provide supervision and educational and community building activities during snack and lunch at Theodore Roosevelt Middle School	9/13/23 through 6/05/24 Categorical Project Instruction rate of pay of \$44.10 per hour. Not to exceed \$5,000.00 total Supplemental Program: 01.0 01000.0 11100 10000 1130 0500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
21.	Chwierut, Crystal Darbinyan, Anna Garza, Nancy Johnson, Tamara Luu, Cuong Lyons, Amanda Maleque, Yasmin McGuire, Amber Mercado, Geraldine Mkrtchian, Armene Amy Nikolopoulos, Maria Patton, Julie Petrosian, Jozet Piscitelli-Carrasco, Antonia Pursel, Jeanne L Raij, Yvie Rogers, Emily Rovetto, Melissa Sano, Dorothy Louise Sansui, Maria Sepulveda, Martha Shahinyan, Anna Shahverdian, Estine Sinclair, Kimberley A Singh, Shalini Smith, Susan Spain, Julian Galina Sparlin, Ben Sukazian, Greta Tashchian, Ani Tatevosian, Narine Tcharkhoutian, Vahe Valenzuela, Laura Ventresca, Dianne Villegas, Evlia	Teachers as needed to provide support for Super Tutor Program. Innovation, Instruction, Assessment & Accountability. IIAA	7/01/22 through 6/30/23 \$44.10/hr for supervision time outside of your contractual hours Not to exceed four (4) hours per day Expand Learning Opp 01.0 26000.0 19012 10000 1130 0000690 \$44.10/hr for supervision time outside of your contractual hours Not to exceed four (4) hours per day

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily (Cont.)</u>	
	Wilson, Morgan Alexandra Zaborowski, Amber Zimmer, Jennifer	
22.	AbiSaab, Bassam Allen, Jonathan Arakelyan, Garegin Asadourian, Mirna Bozoyan, Vahe Call, Sylvia Calvario, Graham Nathan Castaneda, Sydney Choi, Joyce Clark-Reed, Shannon Collard, Ann De La Rosa, Anthony Deitch, Patricia Demirchyan, Armen Dilanchyan, Janet Doody, Melanie Gao, Hezhu Hoang, Kevin Isayan, Sevada Keefer, Lisa Kellogg, Laura Khodagulyan, Armond Lee, Jen Ku	Teachers as needed to provide support for Super Tutor Program. Innovation, Instruction, Assessment & Accountability. IIAA 7/01/22 through 6/30/23 \$44.10/hr for supervision time outside of your contractual hours Not to exceed four (4) hours per day Expand Learning Opp 01.0 26000.0 19012 10000 1130 0000690 \$44.10/hr for supervision time outside of your contractual hours Not to exceed four (4) hours per day

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
23.	Beers-Dannerth, Laura Gomez, Javier Gossard, Hudson Greenway, Charlotte Mejicanos, Maria Kim Nelson, Jacqueline Oviedo, Anthony Sano, Dorothy Wong, Tammy Zaboroski, Amber	Teachers, as needed, to supervise students for Alternative for Suspension (ATS) Crescenta Valley High School
		9/01/23 through 6/01/23 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682
24.	Sorto-Vera, Betty Watson, Thomas	Teachers, as needed, to supervise students for Alternative for Suspension (ATS) Mann Elementary
		9/01/23 through 6/01/23 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682
25.	Idzhyan, Gevorg Scates, David	Teachers, as needed, to supervise students for Alternative for Suspension (ATS) Hoover High School
		9/01/23 through 6/01/24 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
26.	Aleksanyan, Narine Alonso, Catalina Arzumanyan, Mary Avetyan, Zhenik Barcena, Alissa Beach, David Benitez, Emma Birnbaum, Courtney Boghikian, Gasia Coley-Hilburn, Sarah Comras, Cathi Cortada, Tiana Danielyan, Armine Dottavio, Sabrina Einbinder, Ronda Halden, Lillian Han, Lydia Harnish, Annette Irizarry, Eduardo James, Sophia Lubatti, Henry Melikian, Arpi Morphy, Jinyoung Orr, Paul James Osborne, Melissa Piini, Kelsie Pyon, Yeon Kyung Rodriguez, Nancy Sarkesian, Preni Schreiber, Jamie Selwa, Ivania Simonian, Valerie Stark, Vincent White, Ashley Yun, Sandra Zambetta, Patrizia	Substitute Teachers, as needed, for 2023-24 school year.	8/14/23 through 7/30/24 Substitute rate of pay 01.0 00000.0 19004 10000 1160 0004615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
27.	Akiyama, Elizabeth Teacher, Regular Math 7 Toll Middle School	8/16/23 through 6/05/24 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
28.	Akopyan, Armine Teacher, Regular English 8 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000
29.	Allen, Jonathan Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 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 0100000
30.	Andrews, John Teacher, Regular Music Roosevelt Middle School	8/14/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
31. Asadourian, Mirna	Teacher, Regular Pathways to College Roosevelt Middle School	8/14/23 through 12/20/23 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
32. Asatryan, Arpi	Teacher, Regular World Language Hoover High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
33. Astor, Elizabeth	Teacher, Special Education Special Education Glendale High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57608 11200 1110 0000600
34. Barakezyan, Armenuhi	Teacher, Regular Science 7 th Roosevelt Middle School	8/14/23 through 12/20/23 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

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
35. Batra, Monika	Teacher, Regular Physics Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
36. Beard, David	Teacher, Regular Physical Education Roosevelt Middle School	8/14/23 through 12/20/23 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
37. Belou, Ibrahim	Teacher, Regular Physical Education Glendale High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
38. Boon, Stephanie	Teacher, Regular Culinary Arts Glendale High School	8/16/23 through 12/20/23 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 0200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
39. Bozoyan, Vahe	Teacher, Regular Math 8 Toll Middle School	8/16/23 through 6/05/24 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
40. Browne, Nicole	Teacher, Regular Culinary 1-2 Toll Middle School	8/16/23 through 6/05/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
41. Caddel, Cindy	Teacher, Regular ELD 12 Bridging Glendale High School	8/16/23 through 12/20/23 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 0200000
42. Call, Sylvia	Teacher, Regular Spanish Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
43. Callahan, Jennifer	Teacher, Regular Culinary Arts Glendale High School	8/16/23 through 12/20/23 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 0200000
44. Capdevila Gutierrez, Maria	Teacher, Regular Exploring Spanish Toll Middle School	8/16/23 through 6/05/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
45. Carroll, John	Teacher, Regular Pathways to College Roosevelt Middle School	8/14/23 through 12/20/23 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
46. Cerda, Humberto	Teacher, Regular Physical Education Roosevelt Middle School	8/14/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
47. Choi, Unis	Teacher Specialist, as needed, to review, edit and finalize the preliminary draft of the Korean Cultural Studies Curriculum designed for the Korean Dual Language Immersion and World Language students districtwide, and present the completed version of the curriculum to the district administrators and the Grantor. Educational Services	7/01/23 through 5/31/24 \$40.95 per hour Not to exceed 84 hours total 01.0 94367.0 00000 21300 1130 0000611
48. Chui, Derek	Teacher, Regular Math 6 Toll Middle School	8/16/23 through 6/05/24 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
49. Clemons, Christopher	Teacher, Regular AP US History Clark Magnet High School	8/14/23 through 6/05/24 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
50.	Clemons, Christopher Teacher, Regular AP US History Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
51.	Davis, Christopher Teacher, Regular Social Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
52.	Del Core, Amanda Teacher, Regular Math 7 Toll Middle School	8/16/23 through 6/05/24 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
53.	Der-Gevorkian, Narbeh Teacher, Regular College and Career Prep Clark Magnet High School	8/14/23 through 12/21/23 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
54.	De Souza, Tyraysha P. Teacher, Regular VAPA Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
55.	Dionisio, Benedict Teacher Specialist, as needed, to organize, instruct, facilitate, edit, and publish the Tiger Times newsletter created by student writers in grades 4-6 at Thomas Jefferson Elementary School	9/13/23 through 6/05/24 Categorical Project Instruction Rate of pay at \$44.10 per hour (with students) District Initiated Special Projects Rate of pay at \$40.95 per hour (for planning) Not to exceed \$4,000 Total Title I 01.0 30100.0 11100 10000 1130 3000000
56.	Elaryan, Anush Teacher, Regular Armenian Language 8 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
57.	Elzanaty, Mohammed	Teacher, Regular Robotics/Coding Roosevelt Middle School	8/14/23 through 12/20/23 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
58.	Engen, Christina	Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
59.	Eulmessekian, Pateel	Teacher, Regular ELD Hoover High School	8/16/23 through 12/20/23 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 0300000
60.	Evans, Dominique	Teacher, Regular AP Environmental Science Clark Magnet High School	8/14/23 through 12/21/23 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
61.	Evans-Bye, Dominique Teacher, as needed, to supervise students for Alternative for Suspension (ATS) Clark Magnet High School	9/01/23 through 6/01/24 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682
62.	Fabanish, Katherine Teacher, Regular History 8 Toll Middle School	8/16/23 through 6/05/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000
63.	Fishback, Cassandra Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
64.	Flower, Michael Teacher, Regular VAPA Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
65.	Franck, Dawn	Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 000165
66.	Freemon, Allen	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
67.	Garrett, Kelsey	Substitute Teacher, as needed, to work with students on various TUPE activities including the production and dissemination of materials for Project ABCD at Rosemont Middle School.	8/14/23 through 6/30/24 \$44.10 per hour Not to exceed 60 hours total Violence Prevention 01.0 00000.0 11309 10000 1130 0002682
68.	Gossard, Hudson	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 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 0100000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u> <u>(Cont.)</u>			
69.	Gruss, Gerald	Teacher, Regular Physics Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
70.	Hall, Gavin	Teacher, Regular Social Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
71.	Hamdan, Joyce	Teacher, Regular Digital Media Roosevelt Middle School	8/14/23 through 12/20/23 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
72.	Hawker, Nancy	Teacher, Regular History 6 Toll Middle School	8/16/23 through 6/05/24 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>		
73.	Hayrikyan, Lucin Teacher, Regular Armenian Glendale High School	8/16/23 through 12/20/23 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 0200000
74.	Herabidian, Azad Teacher, Regular Social Science Hoover High School	8/16/23 through 12/20/23 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 0300000
75.	Hill, Marilyn Retired Speech, Language Pathologist, as needed, to provide support to the Foothill SELPA Deaf and Hard of Hearing Programs.	7/01/23 through 6/30/24 Hourly rate of pay to not exceed 200 hours. 01.0 65001.0 57607 11100 1130 0000668 SELPA DHH Program 01.0 65001.0 57302 11100 1130 0000668 TALK Program
76.	Hong, Christian Teacher, Regular Social Science Hoover High School	8/16/23 through 12/20/23 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 0300000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
77.	Idzhyan, Gevorg	Teacher, Regular ELD Hoover High School	8/16/23 through 12/20/23 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 0300000
78.	Various Sites Isaeian, Mazhan	Sub-Teacher, as needed to provide support on using APEX Program. Innovation, Instruction, Assessment & Accountability. IIAA	7/01/23 through 6/30/24 Hourly rate per hour \$ 40.95 per hour Not to exceed 5 hours each King-Instruction Program 01.0 00000.0 11301 10000 1130 0005616
79.	Various Sites Isaeian, Mazhan	Sub-Teacher, as needed to provide support on using APEX Program. Innovation, Instruction, Assessment & Accountability. IIAA	7/01/23 through 6/30/24 Hourly rate per hour \$ 40.95 per hour Not to exceed 2 hours each King-Instruction Program 01.0 00000.0 11301 10000 1130 0005616
80.	Stanczak, Bozena Barsegyan, Nana	Substitute Teacher, as needed, to work with students on various TUPE activities including the production and dissemination of materials for Project ABCD at Rosemont Middle School	8/14/23 through 6/30/24 \$44.10 per hour Not to exceed 60 hours total each Violence Prevention 01.0 00000.0 11309 10000 1130 0002682

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u> <u>(Cont.)</u>			
81.	Isayan, Sevada	Teacher, Regular Intermediate Engineering Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
82.	Jackson, Kimberly	Teacher, as needed, to supervise students for Alternative for Suspension (ATS) Toll Middle School	9/01/23 through 6/01/23 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682
83.	Jilizian, Vigen	Teacher, Regular Social Science Hoover High School	8/16/23 through 12/20/23 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 0300000
84.	Karibyan, Yana	Teacher, Regular PE/Health Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
85.	Katzer, Whitney	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
86.	Kelly, Darnell	Teacher, Regular Physics Glendale High School	8/16/23 through 12/20/23 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 0200000
87.	Kim, Peter	Teacher, Regular Health/PE Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
88.	Kurtz, Cheryce	Teacher, Regular Econ/Gov Glendale High School	8/16/23 through 12/20/23 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 0200000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>		
	<u>(Cont.)</u>		
89.	Lee, Jen Ku	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
90.	Leon, Nicholas	Teacher, Special Education Special Education Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65460.0 57608 11200 1110 0000600
91.	Lim, Jessie	Teacher, Regular World Language Hoover High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
92.	Lim, Mee H.	Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u> <u>(Cont.)</u>		
93.	Lissebeck, Debra	Teacher, Regular ELD Bridging Toll Middle School	8/16/23 through 6/05/24 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
94.	Lockhart, Anthony	Teacher, Regular Animation Clark Magnet High School	8/14/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
95.	Marcucci, Victoria	Teacher, Regular Spanish 3 Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
96.	Martin, Gregory	Teacher, Special Education Special Education Glendale High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57608 11200 1110 0000600

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>		
	<u>(Cont.)</u>		
97.	McGuire, Amber	Teacher, Regular Social Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
98.	Mejicanos, Maria	Teacher, Special Education Special Education Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65460.0 57608 11200 1110 0000600
99.	Mercado, Geraldine	Teacher, Regular Science 7 th Roosevelt Middle School	8/14/23 through 12/20/23 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
100.	Minasyan, Nina	Teacher, Regular Armenian Language & Culture Clark Magnet High School	8/14/23 through 12/21/23 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
101. Minasyan, Nvard Nouneh	Teachers, as needed, to supervise students for Alternative for Suspension (ATS) Daily High School	9/01/23 through 6/01/24 \$44.10 per hour Not to exceed 3 hours per week 01.0 00000.0 19028 10000 1130 0001682
102. Mkrtchyan-Antonyan, Anna	Teacher, Regular Chemistry Clark Magnet High School	8/14/23 through 12/21/23 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 0900000
103. Nersisyan, Karine	Teacher, Regular Math 7 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000
104. Ohanis, Aram	Teacher, Regular Tech Literacy Clark Magnet High School	8/14/23 through 12/21/23 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
105. Orris, Christina	Teacher, Regular Culinary 7 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000
106. Ortiz, Gerald	Teacher, Regular Restorative Practices Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 30100.0 11100 10000 1110 0800000
107. Oviedo, Anthony	Teacher, Regular Social Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
108. Palmer, Kelly	Teacher, Regular English Glendale High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
109. Panikowski, Michael	Teacher, Regular History 6 Toll Middle School	8/16/23 through 6/05/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
110. Pascale-Parra, Jean- Marie	Teacher, Regular Gen Yes Roosevelt Middle School	8/14/23 through 12/20/23 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
111. Peterson, Scott	Teacher, Regular Science 6 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000
112. Petrosian, Jozet	Teacher, Regular Science 8 th Roosevelt Middle School	8/14/23 through 12/20/23 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

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
113. Pinsker, Jason	Teacher, Regular CTE Hoover High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
114. Platt, David	Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
115. Poole, Jacob	Teacher, Regular CTE Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
116. Pruitt, Conrad	Teacher, Regular English Clark Magnet High School	8/14/23 through 12/21/23 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
117. Robinson, Eric	Teacher, Regular Science Hoover High School	8/16/23 through 12/20/23 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 0300000
118. Rodriguez, Corina	Teacher, Regular Physical Education Roosevelt Middle School	8/14/23 through 12/20/23 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 11100 0500000
119. Rojas, Rosendo	Teacher, Regular World Language Hoover High School	8/16/23 through 12/20/23 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 0300000
120. Sakonju, Jan	Teacher, Regular Social Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u> <u>(Cont.)</u>		
121. Sanchez, Jason	Teacher, Regular Digital Media Essentials Toll Middle School	8/16/23 through 6/05/24 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
122. Sanchez Montero, Rebeca	Teacher, Regular VAPA Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
123. Saw, Win	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
124. Schilling, Paul	Teacher, Regular English Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
125. Sdao, Ashley	Teacher, Regular CTE Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
126. Shahinyan, Anna	Teacher, Regular ELD 9-12 Expanding Glendale High School	8/16/23 through 12/20/23 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 0200000
127. Sharma, Kirk	Teacher, Regular Social Science Hoover High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
128. Sheridan, Saul	Teacher, Regular Math Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
129. Smith, Susan	Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0100000
130. Sparling, Benjamin	Teacher, Regular English Hoover High School	8/16/23 through 12/20/23 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 0300000
131. Stanley, Christopher	Teacher, as needed, to organize, instruct, facilitate, edit, and publish the Tiger Times newsletter created by student writers in grades 4-6 at Thomas Jefferson Elementary School	9/13/23 through 6/05/24 Categorical Project Instruction rate of pay at \$44.10 per hour (with students) District Initiated Special Projects Rate of pay at \$40.95 per hour (for planning) Not to exceed \$4,000 total Title I 01.0 30100.0 11100 10000 1130 3000000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
132.	Stepanyan, Edgar Teacher, Regular Social Science Hoover High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
133.	Suh, Christopher Teacher Specialist, as needed, to prepare for the 2023-2024 school year at John Fremont Elementary School	8/08/23 through 8/11/23 Daily rate of pay Not to exceed 2 days total Supplemental 01.0 01000.0 11100 10000 1130 2800000
134.	Sutphin, Valerie Teacher, Regular Art 7 Wilson Middle School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000 11303 10000 1110 0800000
135.	Tam, Anamarie Teacher Specialist, as needed, to attend IL T retreat to organize the 2023-2024 instructional school year at Horace Mann Elementary School	8/10/23 through 8/10/23 Daily sub rate of pay Not to exceed 1 day total Supplemental 01.0 01000.0 11100 10000 1130 3500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
136. Taylor, Yvonne	Teacher, Regular Business Glendale High School	8/16/23 through 12/20/23 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 11100 0200000
137. Tcharkhoutian, Vahe	Teacher, Regular Math 8 Toll Middle School	8/16/23 through 6/05/24 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
138. Telles, Patricia A.	Teacher, Special Education Life Skills Glendale High School	8/16/23 through 6/07/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 30100.0 11100 1000 1110 0200000
139. Trinidad, Ryan	Teacher, Regular Math 7 Toll Middle School	8/16/23 through 6/05/24 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>		
140.	Tuason, Orenda Teacher, Regular Science Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
141.	Valenzuela, Laura Teacher, Regular Spanish 1-2 Roosevelt Middle School	8/14/23 through 12/20/23 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
142.	Vessella, Teresa Teacher, Special Education Special Education Glendale High School	8/16/23 through 12/20/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57608 11200 1110 0000600
143.	Warsofsky, Avra Program Coordinator, for Magnolia Park/School Reintegration Program at Magnolia Park, Foothill SELPA	7/01/23 through 6/28/24 An established hourly rate 1 hour per day Not to exceed 250 hours SELPA Regionalized Services 01.0 65001.0 50500 2100 1330 0000668

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
144.	Wenn, Jonathan Teacher, Regular History 8 Toll Middle School	8/16/23 through 6/05/24 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 10000 1110 0001615
145.	Workman, Kayla Teacher, Regular VAPA Crescenta Valley High School	8/16/23 through 12/21/23 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 26000.0 11303 1000 1110 0001615
146.	Yager, Judith Gale Retired School Psychologist, as needed, to work for Special Education	7/01/23 through 6/30/24 At an established daily rate of pay Not to exceed 90 days total Special Education - Support Services 01.0 65000.0 50011 31200 1233 0000600
147.	Yegiyants, Anna Teacher Specialist, as needed, to work during Winter/Summer to input data on TOMS for students taking alternate testing, to do budget editing, to complete reclassification, the year of 2023-2024 school year at Eleanor Toll Middle School.	7/01/23 through 6/30/24 Daily rate of pay Not to exceed 10 Days total Title I 01.0 30100.0 11100 10000 1130 0700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation</u>		
1.	Castaneda, Sydnee Carbajal, Kristina Martin, Gregory O'Malley, Chris Postajian, Sona Tumanyan, Meri	Teachers, as needed, to facilitate program pick up at Glendale High School
		8/01/23 through 8/31/23 \$44.10 per hour, not to exceed 20 hours each 01.0 00000.0 11303 10000 1160 0200000
2.	Andrews, John Barakezyan, Armenuhi Elzanaty, Mohammed	Teachers, as needed, to pack and move classrooms during summer Roosevelt Middle School
		8/01/23 through 8/13/23 At Daily Sub Rate Not to exceed 2 days each teacher Human Resources: 01.0 00000.0 00000 72002 1130 0001615
3.	Demirchyan, Armen Jilizian, Vigen Peterson, Anthony	Teachers, as needed, to involuntary Move Classroom Location for the 23-24 School Year during non-paid work period. Hoover High School
		6/30/23 through 8/11/23 Not to Exceed 2 Days of Regular Rate of Pay 01.0 00000.0 00000 72002 1130 0001615
4.	Bender, Meghan Ingram, Ayumi Tanabe, Saki	Additional compensation for teachers to move classrooms/schools Verdugo Woodlands Elementary
		8/14/23 through 8/16/23 Not to exceed 2 days per teacher Substitute rate of pay Account Number: 01.0 00000.0 00000 72002 1130 0001615
5.	Olmedo, Elizabeth	Teacher to work an extra day for changing classrooms Pacific Avenue
		8/11/23 through 8/11/23 Daily rate of pay Not to Exceed one day Special Education 01.0 65000.0 57606 11100 1160 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation (Cont.)</u>		
6.	Ghazarian, Stella Psychologist qualifies to receive the Doctoral stipend. Special Education	Effective 7/01/23 Not to exceed \$200 per month
<u>Transportation Authorization</u>		
1.	Knight, Jacqueline Assistive Technology, as needed, for Special Education students	7/01/23 through 6/30/24 65.50 cents per mile Mileage Reimbursement Special Education - Support Services 01.0 65000.0 50011 21000 5210 0000600
2.	O'Rourke, Kathy J. Special Education Teacher, as needed, for Special Education-Private School students	7/01/23 through 6/30/24 65.50 cents per mile Mileage Reimbursement Special Education - Private School Serv. 01.0 33110.0 57600 11100 5210 0000600
3.	Park, Ashley District Counselor, as needed, to travel to sites and meetings throughout the 23-24 school year. Educational Services	7/01/23 through 6/30/24 65.5 cents per mile 01.0 00000.0 00000 71001 5210 0007616
4.	Walgenbach, Aaron Special Education Teacher, as needed, for Special Education-TRECK students	7/01/23 through 6/30/24 65.50 cents per mile Mileage Reimbursement Special Education - FACTS Program 01.0 65000.0 57603 11100 5210 5400000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Transportation Authorization (Cont.)</u>		
5.	Language, Speech, Hearing Specialists	Mileage Reimbursement 7/01/23 through 6/30/24 65.50 cents per mile Mileage Reimbursement Special Education - Support Services 01.0 65000.0 50011 21000 5210 0000600
6.	Ghazaryan, Alvina Hakobyan, Nare Saw, Win	Verdugo Academy Home Hospital Teacher, as needed 8/16/23 through 6/07/24 65.5 cents per mile 01.0 00000.0 19029 10000 5210 0005682
7.	Grigoryan, Satenik Guevara, Luis Markarian, Jessica Schpok, Andrea Stuffel, Linda	Teacher Specialist, as needed, for Special Education students 7/01/23 through 6/30/24 65.50 cents per mile Mileage Reimbursement Special Education - Support Services 01.0 65000.0 50011 21000 5210 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Transportation</u>		
<u>Authorization (Cont.)</u>		
10.	Castaneda, Sydnee Mitropoulos, Daphane Regli, Peter	Verdugo Academy Home Hospital Teachers, as needed.
		8/16/23 through 6/30/24 65.5 cents per mile 01.0 00000.0 19029 10000 5210 0005682

Revision to Previous Personnel Report

- Revision to Board Report No. 2, August 8, 2023

Page 19, Item 1

Andreas, Andre Bedrousi, Miro Combs, Sarah Jo McMillin, Krista Chuang, Salome	Teachers as needed, for planning and implementation of WEB Programing at Rosemont Middle School	8/07/23 through 8/11/23 District Initiated Special Projects rate of pay of \$40.95 per hour (for planning) Not to exceed \$4,095.00 total Supplemental 01.0 01000.0 11100 10000 1130 0600000
---	--	---

Add the following names:

Giraco, Maria
Khatchetourian, Daniella

Increase pay limit to read:

Not to exceed \$5,500.00 total

	<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 8, 2023	
	<u>Page 19, Item 1</u>	
	Andreas, Andre Bedrousi, Miro Combs, Sarah Jo McMillin, Krista Chuang, Salome	Teachers as needed, for planning and implementation of WEB Programing at Rosemont Middle School
		8/07/23 through 8/11/23 District Initiated Special Projects rate of pay of \$40.95 per hour (for planning) Not to exceed \$4,095.00 total Supplemental 01.0 01000.0 11100 10000 1130 0600000
	Increase pay limit to read:	Not To Exceed \$8,500.00 total
3.	Revision to Board Report No. 1, July 11, 2023	
	<u>Page 42-43, Item 19</u>	
	Various names	Teachers, as needed, to provide snack and lunch educational and community building activities at Woodrow Wilson Middle School
		7/01/23 through 6/30/24 Categorical Project Instruction rate of pay of \$44.10 per hour. Not to Exceed \$20,000.00 total. Title I 01.0 30100.0 11100 10000 1130 0800000
	Add the following names:	
	Britton, Tammy Cao, Calvin Hovsepians, Tiana Knight, Marijane Medina, Carlos Yegizaryan, Edgar	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
4.	Revision to Board Report No. 1, July 11, 2023	
	<u>Page 46, Item 31</u>	
	Gannon, John	Retired administrator, as needed, to provide administrative support at GUSD school sites during the 2023-2024 school year. Human Resources
		7/01/23 through 6/30/24 Established daily rate of pay \$653.00/day Not to exceed \$50,655 total 01.0 00000.0 00000 72002 1311 0001615
	Change daily rate of pay to read:	\$662.21/day
	Change account number to read:	01.0 00000.0 00000 71001 1331 0007616
5.	Revision to Board Report No. 17, June 20, 2023	
	<u>Page 22, Item 14</u>	
	Caddel, Cindy	Teacher, as needed, for push in designated ELD instruction and support of 9th grade Summer School English Classes at Glendale High School
		6/09/23 through 7/18/23 Summer School Hourly Rate of Pay \$79.76 Not to exceed 75 hours total - Supplemental Not to exceed 50 hours total - Title I Supplemental 01.0 01000.0 11100 10000 1130 0200000 Title I 01.0 30100.0 11100 10000 1130 0200000
	Increase pay limit to read:	Not to exceed 55 hours Total - Title I

Position

Effective Dates
 And Salary Rate

Revision to Previous Personnel Report (Cont.)

6. Revision to Board Report No. 17, June 20, 2023

Page 24, Item 18
 Palmer, Kelly

Teacher, as needed, to teach
 College Essay Writing Class
 during Summer 2023
 afternoon summer school
 session at Glendale High
 School

6/09/23 through 7/18/23
 Summer School Hourly
 Rate of Pay \$79.76
 Not to exceed 38 hours total
 - Supplemental
 Not to exceed 23 hours total
 - Title I
 Supplemental
 01.0 01000.0 11100 10000
 1130 0200000
 Title I
 01.0 30100.0 11100 10000
 1130 0200000

Increase pay limit to read:

Not to exceed 24.5 hours total-
 Title I

Personal Services Agreement

1. Epport, Karen

Consultant, as needed, to
 provide Psycho-educational
 and Speech Evaluations for
 Special Education students.

7/01/23 through 6/30/24
 \$20,000.00
 For combined Psycho-
 educational &
 Speech/Language IEEs:
 \$10,000.00
 01.0 65460.0 50011 21000
 5811 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement (Cont.)</u>		
2.	Kim, Young-II Consultant, as needed, to develop, edit and review the preliminary draft of the Korean Cultural Studies Curriculum designed for the Korean Dual Language Immersion and World Language students districtwide. Educational Services	7/01/23 through 7/28/23 Not to exceed \$4,000 total 01.0 94367.0 00000 21300 5811 0000611
3.	Mercier, Kathleen Consultant, as needed, to provide transition assessments for Special Education students and provide professional development on performing transition assessments, writing ITPs, and connecting goals to the ITP along with FAPE services.	7/01/23 through 6/30/24 \$15,000.00 Fees: \$75/hour Assessments: \$2,300/assessment 01.0 65000.0 50011 21000 5811 0000600
4.	Miles, Cathy Consultant, as needed, to provide counseling/intervention on services to Verdugo Woodlands ES students.	8/16/23 through 6/05/24 9/01/22 through 6/07/23 \$60.00 per hour Not to exceed \$10,000.00 Account Number: 01.0 95100.0 11100 10000 5811 4200000
5.	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.	7/01/23 through 6/30/24 \$15,000.00 Assessments & Consultations: \$170/hour IEE assessments: \$185/hour 01.0 65000.0 50011 21000 5811 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement (Cont.)</u>		
6.	Packard, Judith Occupational Therapy services for children on home health due to their illness. Special Education	7/01/23 through 6/30/24 OT Therapy: \$110/hour OT Assessment: \$300/hour Not to exceed: \$15,000.00 01.0 65000.0 50011 21000 5811 0000600
7.	Rosenberg, Lilit Consultant, as needed, to provide assessments and individual counseling services to Special Education students.	7/01/23 through 6/30/24 \$45,000.00 Rate: \$110/hour 01.0 65460.0 50011 21000 5811 0000600

Conference/Workshop/Meeting Authorization

In accordance with Board of Education Policy 4011 pertaining to conference and workshop attendance, approval has been given to the following persons to attend the conference as designated, with reimbursement for actual and necessary expenses in accordance with Board Policy:

A. The following workshop authorizations are not paid from District General Funds:

1. It is recommended that approval be given for Dr. Debra Rinder, Beatriz Bautista, Aida Babayan and Jesse Erwin to be reimbursed for all actual and necessary travel expenses incurred in the performance of services within the scope of employment for the period beginning August 1, 2023 through June 30, 2024 to monitor students in Residential Treatment Center IEP placement, and to attend seminars, including out of state travel. These expenses may include travel, lodging, car rental, gas, parking and meals for travel throughout the United States, not to exceed \$50,000.00.

These expenses will be paid from the following funds:

- 01.0 65460.0 50011 21000 5815 0000600
Mental Health Services
- 01.0 65000.0 50011 21000 5815 0000600
Special Education – Support Services

<u>Position</u>	<u>Effective Dates And Salary Rate</u>
-----------------	--

Conference/Workshop/Meeting Authorization (Cont.)

2. It is recommended the Superintendent recommend to the Board of Education to approve travel by Team 696, Clark's FIRST Robotics team to attend the Chezy Champs competition. The competition will take place from September 29, 2023 to October 21, 2023 at the Bellarmine College Preparatory, 960 W. Hedding Street, San Jose, CA 95125. Students will be supervised by Clark teacher, Aram Ohanis. It is recommended the board approve all expenses related to student, teachers and volunteer, travel to the competition registration fees be paid. Expenses not to exceed \$12,000.00

Team 696 is a long-time participant in the Chezy Champs competition that takes place annually in San Jose.

Competition registration, truck rental, mileage and gas for towing team's equipment trailer, car service/taxi in connection with truck rental, student meals and volunteer meals not to exceed \$3,000.00 to be paid from the Robotics Team account

Robotics
01.0 95210.0 38000 10000 5220 0900000

All other expenses including ground transportation, hotel accommodations for students and staff, meals for teacher and mentor/chaperone and parking expense not to exceed \$11,500.00 paid by Clark Magnet High School Supplemental Account:

Clark Supplemental
01.0 01000.0 11100 10000 5220 0900000

Clark Supplemental
01.0 01000.0 11100 10000 1160 0900000

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CLASSIFIED PERSONNEL REPORT NO. 3

CONSENT CALENDAR NO. 3

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 3

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

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Medical Leave of Absence</u>		
1. <u>Behavior Intervention Assistant</u> DeSimone, Lorianne	Special Education	08/31/23 through 11/30/23
2. <u>Cafeteria Worker II</u> Manukyan, Manushak	Keppel	07/26/23 through 09/04/23
Stephanian, Nina	Fremont	08/10/23 through 08/23/23
3. <u>Education Assistant II</u> Vartanian, Juliet	Glendale	08/29/23 through 09/12/23
Warner, Isabelle	Hoover	08/21/23 through 09/04/23
<u>Extension of Medical Leave of Absence</u>		
1. <u>Cafeteria Worker II</u> Stephanian, Nina	Fremont	08/10/23 through 09/04/23
2. <u>Custodian I</u> Corona, Jocelin	Clark	06/20/23 through 08/20/23
Oswill, George	Mountain Avenue	06/16/23 through 09/14/23
3. <u>Education Assistant II</u> Bagramyan, Anahit	Columbus	12/06/22 through 09/12/23

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Extension of Family & Medical Leave of Absence

- | | | |
|---|-----------------|---------------------------|
| 1. <u>Cafeteria Worker II</u>
Stephanian, Nina | Fremont | 08/10/23 through 09/04/23 |
| 2. <u>Custodian I</u>
Corona, Jocelin | Clark | 06/20/23 through 08/20/23 |
| Oswill, George | Mountain Avenue | 06/16/23 through 09/08/23 |
| 3. <u>Typist Clerk III</u>
Janoyan, Diana | CDCC | 06/21/23 through 09/12/23 |

Parental Leave of Absence

- | | | |
|--|------|---------------------------|
| 1. <u>Typist Clerk III</u>
Janoyan, Diana | CDCC | 08/29/23 through 11/20/23 |
|--|------|---------------------------|

Unpaid Home Responsibility Leave of Absence

- | | | |
|--|------|---------------------------|
| 1. <u>Education Assistant I</u>
Halabiya, Nafal | Muir | 08/21/23 through 11/10/23 |
|--|------|---------------------------|

<u>Election from Eligibility List</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Administrative Secretary – Confidential</u> Jabarian, Hera	Financial Services	09/20/23; 12/8; M15-5 01.0 00000.0 00000 72007 2415 0000669
2. <u>Education Assistant – Intensive Support</u> Sahakyan, Ruzanna	Special Education	09/11/23; 9.25/6; 20-4 01.0 05000.0 57608 11200 2110 0000600
Serrano, Beatriz	Special Education	08/14/23; 9.25/6; 20-4 01.0 05000.0 57608 11200 2110 0000600
3. <u>Cafeteria Worker II</u> Mix Bucz, Kim	Mountain Avenue	08/14/23; 9.25/3.5; 1-1 13.0 53100.0 00000 37000 2212 0200000
4. <u>Education Assistant I</u> Sahakyan, Seda	R.D. White	08/14/23; 9.25/3.5; 3-2 01.0 91500.0 85000 10000 2110 0000671
Gevorgyan, Sofi	Edison	08/14/23; 9.25/3; 3-2 12.0 61051.0 85000 10000 2110 0000671
Cervantes Soto, Lidia	Lincoln	08/14/23; 9.25/4; 3-2 01.0 26000.0 85000 10000 2110 0000671
Yegikyan, Rima	Marshall	08/14/23; 9.25/6; 3-2 12.0 61051.0 85000 10000 2110 0000671 01.0 26000.0 85000 10000 2110 0000671
5. <u>Maintenance Worker II</u> Aguilar, Raul	Facilities	09/11/23; 12/8; 23-3 01.0 81500.0 00000 81000 2211 0000640
Altamirano, Jaime	Facilities	09/11/23; 12/8; 23-8 01.0 81500.0 00000 81000 2211 0000640
Montellano, Jose	Facilities	09/11/23; 12/8; 23-7 01.0 81500.0 00000 81000 2211 0000640

<u>Election from Eligibility List - Continued</u>		<u>Effective Dates, Months/Hours, and Salary Rating</u>
6. <u>Multimedia Technology Assistant</u>		
Ohanian, Tony	Lincoln	08/14/23; 9.25/6; 8-2 01.0 01000.0 00000 24203 2910 3300000=50% 01.0 32140.0 00000 24203 2910 0001615=50%
7. <u>Occupational Therapist</u>		
Kim, Kimberly	Special Education	08/28/23; 10/8; M64-2 01.0 65000.0 57607 11100 2910 0000600
Lee, Hee Sun	Special Education	08/28/23; 10/8; M64-5 01.0 65000.0 57607 11100 2910 0000600
Sorensen, Teresa	Special Education	09/11/23; 10/8; M64-6 01.0 65000.0 57607 11100 2910 0000600
8. <u>Senior Administrative Secretary</u>		
Balasanian, Marina	Facilities Planning	08/04/23; 12/8; 25-8 21.1 98000.0 90000 85051 2410 0000630
9. <u>Translator/Interpreter</u>		
Hovhannisyan, Alvina	EAFE	08/29/23; 12/8; 26-7 01.0 01000.0 11100 10000 2910 0000673
Jenks, Veronica	EAFE	08/21/23; 12/8; 26-9 01.0 01000.0 11100 10000 2910 0000673
10. <u>Typist Clerk II</u>		
Keeton, Autumn	Crescenta Valley	08/14/23; 12/8; 12-6 01.0 00000.0 00000 27004 2410 0100000
Keenan, Samantha	Edison	08/21/23; 10/8; 12-3 01.0 01000.0 00000 27000 2410 2500000
Payaslyan, Anush	Verdugo Woodlands	08/21/23; 10/8; 12-5 01.0 00000.0 00000 27004 2410 4200000
11. <u>Typist Clerk III</u>		
Khosrovian, Narine	Marshall	09/05/23; 10/8; 16-4 01.0 00000.0 00000 27004 2410 3600000
Palacios, Patricia	Special Education	08/21/23; 12/8; 16-3 01.0 65000.0 50011 21000 2410 0000600

<u>Election from Eligibility List - Continued</u>		<u>Effective Dates, Months/Hours, and Salary Rating</u>
	<u>Location</u>	
<u>12. Yard Duty Assistant</u>		
Angelini, Viviane	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Arabajyan, Marina	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Davoodi, Meghedi	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Nazaryan, Karine	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Rodriguez, Teresa	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Ruano, Vicenta	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000
Siran, Sarkisian	Valley View	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 4100000
Yeghoyan, Romina	Marshall	08/14/23; 9.25/3.5; 1-2 01.0 00000.0 19021 10000 2910 3600000

Reinstatement

<u>1. Behavior Intervention Assistant</u>		
Sanchez, Aaron	Special Education	08/14/23; 9.25/6.5; 26-2 01.0 04000.0 57607 11100 2110 0000600

Termination – Exhaustion of Benefits

2023-cl-60348	Effective 07/31/23
2023-cl-81466	Effective 08/28/23

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Administrative Assistant</u>		
Grigorian, Anahid	Pacific Avenue	08/08/23 through 06/07/24 Not to exceed 100 hours 01.0 33102.0 57300 21000 2430 0000600
2. <u>Administrative Secretary - Provisional</u>		
Farhadian, Aleen	Fremont	07/05/23 through 07/06/23 Not to exceed 16 hours 01.0 00000.0 00000 72002 2430 0000615
3. <u>Behavior Intervention Assistant</u>		
Herrera, Denise	Special Education	08/09/23 through 08/11/23
Johnson, Monique		Not to exceed 4.5 hours/day, each
Lewis, Michael		Special Education – BIA – General Fund
Marin Ochoa, Francisco		01.0 04000.0 57607 11100 2130 0000600
Minasian, Lena Khachig Awanes		
Reyes, Diana		
Bedroussian, Patricia	Special Education	08/01/23 through 08/11/23 Not to exceed 8 hours per day Special Education – Summer School 01.0 65000.0 57609 11100 2130 0000600
4. <u>Cafeteria Worker I</u>		
Stockton, Michele	Nutrition Services	07/24/23 Not to exceed 3 hours 13.0 53100.0 00000 37000 2232 0200000
5. <u>Education Assistant I</u>		
Mandani, Rejina	Columbus	08/16/23 through 09/30/23 Not to exceed 1 hour per day ESSER III 01.0 32130.0 19021 10000 2930 0001615

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
6. <u>Education Assistant – Intensive Support</u>		
Barbar, Marie-Claire	Special Education	08/09/23 through 08/11/23
Cuano, Mildred		Not to exceed 4.5 hours a day
Kang, Hyun		Special Ed – EAIS – General Fund
Rodriguez, Carmen		01.0 05000.0 57608 11200 2130 0000600
Sherman, Arlette		
7. <u>Education Assistant – Intensive Support – Substitute</u>		
Hiller, John	Special Education	08/09/23 through 08/11/23
Poschin, Daisy		Not to exceed 4.5 hours/day, each
		Special Ed – EAIS – General Fund
		01.0 05000.0 57608 11200 2130 0000600
8. <u>Education Assistant II</u>		
Arzumanyan, Anzhel	Columbus	08/14/23 through 06/28/24
Ohanian, Sosseh		Not to exceed 2 hours per day
		ESSER III
		01.0 32130.0 19021 10000 2930 00001615
Galvan, Rita	Special Education	08/09/23 through 08/11/23
		Not to exceed 4.5 hours/day, each
		Special Education – SAI Core
		01.0 65000.0 57608 11200 2130 0000600
Conroy, Lynette	Valley View	08/14/23 through 06/05/24
		Not to exceed 8 hours per day
		Not to exceed 2 days per school year
		01.0 00000.0 11405 10000 2130 00008616

	<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>Elementary Yard Duty Leader</u>		
Mnatsakanyan, Liana	Columbus	08/11/23 Not to exceed 6 hours per day General 01.0 00000.0 19021 10000 2930 2300000
Galvan, Cheryl	Valley View	08/14/23 through 06/05/24 Not to exceed 8 hours per day Not to exceed 2 days per school year 01.0 00000.0 11405 10000 2130 00008616
Safarian, Diana	Fremont	08/01/23 through 08/11/23 Not to exceed 7 days Not to exceed 8 hours per day 01.0 00000.0 11301 10000 2130 2800000
Safarian, Diana	Fremont	08/14/23 through 06/06/24 Not to exceed 1 hour per day 01.0 00000.0 11401 10000 2930 2800000
10. <u>Health Assistant LVN/RN – Substitute</u>		
Gonzales, Erika	Keppel	08/01/23 through 08/31/23 Not to exceed 8 hours per day Not to exceed 2 days 01.0 95100.0 11100 10000 1130 3100000
11. <u>Library Assistant</u>		
Amranyan, Gissell	Balboa	08/01/23 through 06/14/24 Not to exceed \$1,000.00 total Supplemental 01.0 01000.0 11100 10000 2930 2000000
Tachera, Michelle	Valley View	08/14/23 through 06/05/24 Not to exceed 8 hours per day Not to exceed 2 days per school year 01.0 00000.0 11405 10000 2130 00008616

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
12. <u>Multimedia Technology Assistant</u>		
Murphy, Kevin	Valley View	08/14/23 through 06/05/24 Not to exceed 8 hours per day Not to exceed 2 days per school year 01.0 00000.0 11405 10000 2130 00008616
13. <u>Yard Duty Assistant</u>		
Abnousian, Rashel	Balboa	08/01/23 through 06/14/24 Not to exceed \$10,000.00 total Supplemental 01.0 01000.0 11100 10000 2930 2000000
Agazaryan, Armine		
Baghdasaryan, Nadya		
Flores, Rosa		
Khodaverdi, Angineh		
Sarkesian, Katren		
Shahkarami, Roobina		
Tadevosian, Elma		
Arakelian, Carine		
Castro, Yalila		
Khachatrian, Lousine		
Margharian-Ghalehsari, Atina		
Mirzayans, Armineh		
Nazaretyan, Anna		
Petrosyan, Meri		
Mirzayans, Armineh	Balboa	08/01/23 through 06/14/23 Not to exceed 6 hours per day 01.0 00000.0 19021 10000 2930 2000000
Nazaretyan, Anna		
Arakelian, Carine		
Tadevosian, Elma		
Khodaverdi, Angineh		
Castro, Yalila		
Tadevosyan, Susanna		
Danielians, Carolin	Columbus	08/14/23 through 06/30/24 Not to exceed 2 hours per day, each ESSER III 01.0 32130.0 19021 10000 2930 0001615
Ghougassian-Borshard, Maryam		
Khajikian, Lena		
Qassam, Taghreed		
Abgaryan, Sona		
Alkhadimi, Fatimah		
Dilanchian, Goharic		

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
13. <u>Yard Duty Assistant</u> - Continue		
Aikob, Natasha	Columbus	08/14/23 through 08/25/23 Not to exceed 2 hours each per event ESSER III 01.0 32130.0 19021 10000 2930 0001615
Orojian, Sona Ash, Reiko Pagourtsis, Maira Williams, Krittika Akopyan, Nina	Dunsmore	08/01/23 through 06/07/24 01.0 00000.0 19021 10000 2930 2400000
Abedian, Meghedi Agazarian, Azniv Aparicio, Jennifer Bedrosian, Maral Parra, Laura	Franklin	08/07/23 through 06/07/24 Not to exceed 30 hours per week 01.0 00000.0 19021 10000 2930 2700000
Aslanian, Armineh Davoudi, Nora Rodriguez-Mercado, Nancy Ramos, Dinora Shirinyanes, Melina Shirvanian, Karineh	Jefferson	08/14/23 through 06/05/24 Not to exceed 6 hours per day School Site Account 01.0 00000.0 19021 10000 2930 3000000=50% District Account 01.0 32140.0 19021 10000 2910 0001615=50%
Aghakhani, Anjel Eskandar, Zahras Gevorkian, Natasha Youssif, Noora	Keppel	08/01/23 through 06/30/24 01.0 00000.0 19021 10000 2930 3100000
Margaryan, Lusine Sorto, Armando Matti, Tamar	Mann	08/16/23 through 06/05/24 Not to exceed 6 hours per day 01.0 00000.0 19021 10000 2930 3500000
Akter, Shamme Serrano, Mara	Mann	08/16/23 through 06/05/24 Not to exceed 2 hours per day, each 01.0 00000.0 19021 10000 2930 3500000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
13. <u>Yard Duty Assistant</u> - Continue		
Vega, Michelle	Mann	08/16/23 through 06/05/24 Not to exceed 5 hours per day 01.0 00000.0 19021 10000 2930 3500000
Morales, Karen	Mann	08/29/23 through 06/05/24 Not to exceed 2 hours per day 01.0 00000.0 19021 10000 2930 3500000
Gonzalez, Laura	Mann	08/16/23 through 06/05/24 Not to exceed 69 hours total Supplemental 01.0 01000.0 11100 10000 2930 3500000
Avasafian, Nazelie Doom, Isabella Margarian, Carolin Poghosyan, Erik	Monte Vista	08/16/23 through 06/05/24 Not to exceed 6 hours per day 01.0 00000.0 19021 10000 2930 3700000
Avasafian, Nazelie Babakhanians, Armineh La Porte, Gina Margarian, Carolin Moradkhanian, Gayaneh Nahabeet, Anette Pierson, Deborah Ann Konrad Poghosyan, Erik	Monte Vista	08/16/23 through 06/05/24 Not to exceed 1 hour per day 01.0 00000.0 19021 10000 2930 3700000
La Porte, Gina	Monte Vista	08/14/23 through 06/05/24 Not to exceed 6 hours per day 01.0 00000.0 19021 10000 2930 3700000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
13. <u>Yard Duty Assistant</u> - Continue		
Babakhanyan, Lilit Karapetyan, Siranush Khachatryan, Tatevik Khacheryan, Lusine Markossian, Jessica McNama, Heather Navoyan, Astghik Sandoval, Marisela Subbotina, Olga Tebelekyan, Arshaluys Tersagian, Armenouhi	Muir	08/16/23 through 06/05/24 Not to exceed 6.5 hours a day, each 01.0 00000.0 19021 10000 2930 3000000=50% 01.0 32130.0 19021 10000 2930 0001615=50%
Poghosyan, Erik Abdalian, Anita Armian Pouri, Seda Galstyan, Anahit Karapetyan, Siranoush Keshishian, Aylin Khodaverdian, Angineh	R.D. White	08/16/23 through 06/05/24 Not to exceed 6 hours per day, each 01.0 00000.0 19021 10000 2930 4300000
Kazzi, Duaa Khechoyan, Nara Mirumyan, Susanna Vartanian, Anahita	Verdugo Woodlands	08/15/23 through 06/05/24 Not to exceed 6 hours per day, each 01.0 00000.0 19021 10000 2930 4200000
Emmerson, Maria Mehrabi, Melina Sarkisian, Siran Yeh, Pamela	Valley View	08/14/23 through 06/06/24 Not to exceed 2.5 hours per day, each 01.0 00000.0 19021 10000 2910 4100000
Lee, Alice Yeh, Pamela	Valley View	08/14/23 through 06/06/24 Not to exceed \$20,000.00 01.0 00000.0 19021 10000 2930 4100000
Karimian, Adrian Emmerson, Maria Mehrabi, Melina Sarkisian, Siran Lee, Alice Yeh, Pamela	Valley View	08/14/23 through 06/05/24 Not to exceed 8 hours per day Not to exceed 2 days per school year 01.0 00000.0 11405 10000 2130 00008616

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Change in Location</u>		
a. <u>Custodian I</u>		
Hernandez, Michael	Crescenta Valley From Monte Vista	08/31/23 (Night) 01.0 00000.0 00000 81006 2211 0100000
Gillaspie, Taylor	Monte Vista From Mountain Avenue	08/31/23 (Day) 01.0 00000.0 00000 81006 2211 3700000
Orozco, Michael	Toll From Marshall	08/14/23 (Night) 01.0 00000.0 00000 81006 2211 0700000
b. <u>Education Assistant ASES/RAP Site Leader</u>		
Monessa, Durdana	Wilson From Glenoaks	08/14/23 01.0 60100.0 11100 10000 2110 0000671
c. <u>Education Assistant I</u>		
Narvaez, Ricardo	Roosevelt From Wilson	08/14/23 01.0 60100.0 11100 10000 2110 0000671
Yang, Anthony	Franklin From Wilson	08/14/23 01.0 91500.0 85000 10000 2110 0000671
d. <u>Typist Clerk II</u>		
Boghdasarian, Gerta	Keppel From Daily	08/14/23 01.0 00000.0 00000 27004 2410 3100000
2. <u>Change of Location/Decrease in Hours</u>		
a. <u>Education Assistant I</u>		
Minu, Matthew	Verdugo Woodlands From Wilson, 9.25/4.5	08/14/23; 9.25/3.5 01.0 26000.0 85000 10000 2110 0000671

Effective Dates,
 Months/Hours, and
Salary Rating

Change of Assignment – Continued Location

3. Demotion to Former Classification

a. Cafeteria Worker II

Khachatryan, Hermine	Glenoaks	08/14/23; 9.25/6.5; 4-9
	From Cook/Baker	13.0 53100.0 00000 37000 2212 0200000
	9.25/8; 9-8	

b. Education Assistant I

Yu, Johnny	Toll	08/28/23; 9.25/3.5
	From EA ASES/RAP	01.0 60100.0 11100 10000 2110 0000671
	Site Leader, 9.25/6	

4. Increase in Hours

a. Multimedia Technology Assistant

Murphy, Kevin	Valley View	08/14/23; 9.25/6
	From 9.25/3.6	01.0 01000.0 00000 24203 2910 4100000
		01.0 32140.0 00000 24203 2910 0001615

Lalazaryan, Armine	Columbus	08/14/23; 9.25/6
	From 9.25/3	01.0 01000.0 00000 24203 2910 2300000
		01.0 01000.0 00000 21000 2410 2300000

<u>Change in Assignment</u> - Continued	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
5. <u>Provisional Assignment</u>		
a. <u>Cafeteria Worker II</u>		
Dominguez, Martha	Muir From CW I, 1-1	09/01/23 through 09/05/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0100000
Dominguez, Martha	Muir From CW I, 1-1	08/14/23 through 08/31/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0100000
Govind, Tinal	Toll From CW I, 1-1	08/14/23 through 08/31/23 6.5 hours per day 4-7 13.0 53100.0 00000 37000 2212 0700000
Medina, Lisa	Columbus From CW I, 1-7	09/01/23 through 09/30/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
Medina, Lisa	Columbus From CW I, 1-7	08/14/23 through 08/31/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
Peay, Jennifer	Fremont From CW I, 1-1	08/14/23 through 09/05/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0100000
Zadourian, Hermik	Valley View From CW I, 1-2	08/14/23 through 08/31/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000

<u>Change in Assignment</u> - Continued	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
6. <u>Provisional Assignment</u> - Continued		
a. <u>Cafeteria Worker II</u> Zadourian, Hermik	Valley View From CW I, 1-2	09/01/23 through 09/30/23 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
b. <u>Cook/Baker</u> Kim, Maria	Crescenta Valley From CW I, 1-1	08/14/23 through 08/31/23 6.5 hours a day 9-4 13.0 53100.0 00000 37000 2212 0100000
c. <u>College & Career Technician</u> Zendejas, Maria	Verdugo Academy From Education Assistant II, 6-9	07/01/23 through 06/30/24 8 hours a day 14-7 01.0 02000.0 32000 10000 2110 0450000
d. <u>Custodian II</u> Escobar, Roberto	Mountain Avenue From Custodian I 11-9	08/31/23 through 10/01/23 8 hours a day 16-8 01.0 00000.0 00000 81006 2211 3900000
e. <u>Education Assistant Intensive Support</u> Koshkerian, Carolin	Special Education From YDA 1-2	08/14/23 through 06/06/24 6 hours a day 20-1 Special Ed – EAIS – General Fund 01.0 05000.0 57608 11200 2110 0000600
f. <u>Education Assistant ASES/RAP Site Leader</u> Sarkisyan, Elin	Toll From EA I, 3-2	08/28/23 through 06/06/24 6 hours a day 6-6 ASES 01.0 60100.0 11100 10000 2110 0000671

<u>Change in Assignment</u> - Continued	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
6. <u>Provisional Assignment</u> - Continued		
g. <u>Typist Clerk III</u>		
Ghadari, Anashe	Toll From EA II 6-2	08/14/23 through 11/14/23 8 hours a day 16-1 01.0 00000.0 00000 27004 2410 0700000
Najarian, Ayleen	Daily From Typist Clerk II 12-5	08/14/23 through 12/31/23 8 hours a day 16-5 01.0 32140.0 00000 27004 2410 0410000
Boghdasarian, Gerta	Keppel From Typist Clerk II 12-4	08/14/23 through 12/31/23 8 hours a day 16-4 01.0 00000.0 00000 27004 2410 3100000
Khachatryan, Diana	Crescenta Valley From Typist Clerk II, 12-2	08/01/23 through 06/30/24 8 hours a day 16-2 01.0 00000.0 00000 27004 2410 0100000
Rhee, Marianne	Crescenta Valley From Typist Clerk II, 12-9	08/21/23 through 06/30/24 8 hours a day 16-9 01.0 00000.0 00000 27004 2410 0100000
h. <u>Lead Case Manager</u>		
Hovanessian, Sarineh	Student Wellness From Case Manager 18-6	07/01/23 through 12/31/23 8 hours a day 20-7 01.0 05641.0 00000 21000 2410 0000617 01.0 00000.0 00000 27004 2410 0700000
i. <u>Library Technician</u>		
Robinson, Jamie	Rosemont From Library Assistant, 8-9	08/14/23 8 hours a day 20-5 01.0 00000.0 00000 24201 2910 0600000

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports

1. Revision to Board Report #15, May 16, 2023

Page 2, Item 22

Education Assistant II

Elyasi, Rodina

Toll

06/12/2023 through 07/17/2023

Not to exceed \$1,500.00 total

Title I

01.0 30100.0 11100 10000 2130 0700000

Change limitation to read:

Not to exceed \$1,515.00 total

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes (Cafeteria Worker I) through 06/30/24</u>		
Chenade, Nathalie	Nutrition Services	08/14/23 through 06/30/24
Jangulian, Lina		13.0 53100.0 00000 37000 2232 0000662
Bernal, Carola		
Nagib, Dalia		
Rodriguez, Maria		
Tapia, Ana		
Zamora, Lida		
<u>Election of Classified Hourly Substitutes through 06/30/24</u>		
Barfian, Alenoush		07/01/23 through 06/30/24
Abrahamian, Anahid		
Carrillo, Monica		
Keshishian, Maral		
Kim, Donna		
Lewis-Yoo, Petal		
Murphy, Shannon		
Orozco, Monica		
Pariyasami, Ajeeth		
Petrosian, Karin		
<u>Walk-On Coaches</u>		
Cubas, Evelyn	Glendale	07/01/23 through 06/30/24
Kupershmidt, Claire		Not to exceed \$17,550.00, total
Rios, Chris		01.0 95100.0 11100 10000 5811 0200000
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/24</u>		
<u>Student Assistant I</u>		
Harutyunyan, Irena	Clark	08/14/23 through 06/06/24
Harutyunyan, Ani		13.0 53100.0 00000 37000 2280 0000662
Saetier, Emeri		
Sexenian, Ani		
Saidkulov, Rustam	Glendale	08/16/23 through 06/06/24
		13.0 53100.0 00000 37000 2280 0000662
Nava, Jazmin	Hoover	08/14/23 through 06/06/24
Nava, Vincent		13.0 53100.0 00000 37000 2280 0000662
Baker, Giovanni	SELPA	09/12/23 through 06/30/24
		Not to exceed 200 hours
		01.0 65200.0 57600 11133 2180 0000668

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued</u>		
<u>Student Assistant I</u>		
Abdoush, Jad Nicholas	IIAA	07/01/22 through 06/30/23
Agekyan, David Allen		\$15.00 per hour (2022)
Ahmed, Ibrahim		\$15.50 per hour (2023)
Akelyan, Maryam		Expand Learning Opp
Akhverdyan, Alina		01.0 26000.0 19011 10000 2180 0000690
Akopyan, Sophie Mura		Not to exceed hours as follows:
Alfaro, Anthony Elvambuena		School in session:
Al Yousif, Karam Hussam		Ages 16 and 17
Ambarchyan, Andre		4 hours per day on any school day
Amirian, Ciera		Ages 14 and 15
Amirian, Marion		3 hours per school day outside school hours
An, Amanda		School not in session:
Asatryan, Mane		Ages 16 and 17
Aslikyan, Susanna		8 hours per day
Avetisian, Veronika		Ages 14 and 15
Avetisyan, Diana		8 hours per day
Aviles, Juliana Atikian		
Babakhanian, Nare H.		
Baker, Ellysee Renee Sartiaguda		
Baker-Belian, Alexan Adam		
Barga, Allen Cornelius Salazar		
Barrios, Ethan Jacob		
Berkovic, Lucia		
Blbulyan, Davit Edgari		
Blessmey, Jade Audrey		
Boyajyan, Karo		
Browne, Braelyn Mckenna		
Bruzzoese, Nicolas		
Cancik, Camila		
Cerritos, Luciana		
Chen-Mesaros, Justin		
Cho, Sophia		
Cho, Troy Taehyun		
Choi, Angeline Yeri		
Choi, Eleanor		
Como, Liliana		
Czachor, Quinn		
Dayag, Melissa Rae		

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Dunne, Hayden Van Der Linde
Eskender, Haya
Fisher, Amarise Tamar
Fung, Kelly Tze Yau
Ghaly, Veronica
Gharibyan, Lucie
Ghazarian, Christie Ani
Ghazarian, Francine
Ghazarian, Matthew Aram
Ghazaryan, Mary
Grigorian, Caroline
Groys, Valerie
Gunnell, Henry
Gyurjyan, Shant
Hairapatian, Natalie
Hakobyan, Elen
Hakobyan, Mayranush
Hakobyan, Nelli
Hammond, Sienna Marie
Han, Ezra Jaehyun
Hartonian, Lilia
Hartoonians, Tatiana
Harutyunyan, Adriana
Hatamian, Minehli
Heraclio, Natalie
Hovhannisyan, Hrachya
Hovhannisyan, Meri
Hovsepian, Emily
Hwang, Esther
Iknadossian, Sophie
Issagholian, Tina
Jamalyan, Vika
Jeong, Justin Jiwon
Kalachian, Sophia
Kapoor, Kuvira
Karamyants, Isabel
Karapetian, Ava Christine
Keshishyan, Lily

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Khachikyan, Lilly
Khachikyan, Nelly
Khatcherian, Sarin Seta
Khodagholian, Vanessa
khodaverdi, Natalia
Khojayan, Lilian Kaitlyn
Khudaverdyan, Elena
Kim, Audrey
Kim, Christopher
Kim, Collin
Kim, Ella Payton Hyun
Kim, Ethan Ki-Hyun
Kim, Ethan Christian Hyunjoon
King, Matilda Louise
Kochinyan, Margarita
Kolyan, Viktorya
Labejian, Sarine Ani
Leader, Naomi Mei
Lee, Bennett
Lee, Elisha
Lee, Ethan Min
Lee, Joanne
Lelash, Carter
Lim, Benjamin Byungwoo
Lim, Sophia Minsuh
Lopez, Lleraldina Noemie
Lrtshikyan, Davit
Maghaguian, Isabel
Majeed, Jood Khalid
Manukyan, Karine
Mardirosian, Anais Shant
Marshal, Kristen
Mehta, Dev
Melikyan, Anush
Michaelian, Natalie Karine
Mirzaian, Lia
Mkhitaryan, Babken Bob
Mkrtchyan, Liana

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Mnatsakanian, Kristina
Mojica, Kenj Diamond Noel
Morcos, Amira
Morshed, Riahan
Morshed, Rakib
Munoz, Anna Marie
Muradian, Alex Misak
Narinyants, Anahit
Nava Bender, Jazmin Viviana
Navasardyan, Ani
Navasardyan, Gohar
Nazarian, Melani
Nevell, Alexandra
Nikogosova, Nelly
Ohanoglu, Natali
Pang, Nathan
Panosyan, William
Parsanian, Eana
Parseghian, Manika
Parseghian, Matthew
Pascual, Jose Gabriel Galicto
Pawlowski, Noel
Poghosyan, Anna
Pospisil, Richard
Qian, Austin
Rafayelyan, Dayana
Ramirez, Isabella
Roe, Christine
Roman Capdevila, Candela
Ross, Aimee
Sabaar, Amal
Saetier, Araya
Safarian, Aren
Safaryan, Hasmik
Safaryans, Ariga
Samayoa, Jasmine
Samson, Paolo
Saryan, Isabelle

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Sauppe, Luke
Sedrakyan, Karine
Semonian, Tania
Seo, Dahae
Shahbazi, Arineh
Shahbazian, Merissa
Shakaryan, Daniel
Shehata, Abdelrahman
Shirvanian, Liana
Simien, Remi
Smith, Kayliana
Socito, Juliana
Sotomayor, Amariah
Studebaker, Savannah
Tadevosyan, Ani
Tahmasian, Anooshik
Thapaliya, Prakriti
Titizyan, Emily
Toledo Olivares, Roxanna
Torosian, Alina
Tsaturyan, Elin
Tsaturyan, Emily
Tsaturyan, Hrayr
Vanyan, Arman
Vasquez, Amy
Wang, Jason Hongru
Wang, Max
Yadav, Aashi
Yapundjian, Melania
Zakarian, Andrea
Zakarian, Kayla
Zaroukian, Liliana
Zufelt, Alexander
Zufelt, Zavery

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued</u>		
<u>Student Assistant I</u>		
Abdoush,Jad Nicholas	IIAA	05/01/23 through 07/31/23
Abelyan,Alina		\$15.00 per hour (2022)
Abramian,Vaheh		\$15.50 per hour (2023)
Agazaryan,Sophia Sevana		Expand Learning Opp
Agekyan,David Allen		01.0 26000.0 19011 10000 2180 0000690
Aguas,Francesca Jenifer		Not to exceed hours as follows:
Ahmed,Ebrahim		School in session:
Ahmed,Sabreen		Ages 16 and 17
Aivazian,Anita		4 hours per day on any school day
Akelyan,Maryam		Ages 14 and 15
Akhverdyan,Alina		3 hours per school day outside school hours
Akopyan,Sophie Miura		School not in session:
Al Ani,Ruqaya		Ages 16 and 17
Al-Ani,Fatimah		8 hours per day
Alam,Bushra Lamisa		Ages 14 and 15
Alcharihi,Sedrh		8 hours per day
Aldana,Matthew Alexander		
Aleksandryan,Edith		
Alexan,Pavel		
Alexanian,Carla		
Alfaro,Anthony Elvambuena		
Allen,Charles Jonathan		
Allen,William Daniel		
Alvandi,Josephine		
Ambarchyan,Andre		
Amirian,Ciera Sarlee		
Amirian,Marion		
Amiryan,Gayane Armeni		
Ampil,Hannah Gabrielle		
An,Amanda Yerin		
Apinyan,Emma		
Arabian,Michael Grigor		
Arabian,Michelle Gayane		
Arakelian,Elsa		
Arakelyan,Tigran		
Aramian,Melissa		
Arias, Samuel Alexander		
Armstrong, Daniel Bryce		

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Armstrong, Lilly Rose
Arreglo, Gabrielle Joan
Asadoorian, Emily
Aslikyan, Susanna
Avanessians, William Hrand
Avetisian, Veronika
Avetisyan, Ani
Avetisyan, Diana
Avetisyan, Emilia
Aviles, Juliana Atikian
Aydin, Estella Yulianna
Babakhanian, Nare
Badal Hayrapetian, Dvin
Badalyan, Artyom Armani
Baker, Ellysee Renee Sartiaguda
Baker, Kana Leigh
Baker-Belian, Alexan Adam
Bandeck, Violet Rita
Barga, Allen Cornelius Salazar
Bautista, Malia Gabrielle Garci
Bedros, Serine
Bedrosian, Bearj
Bedrosian, Serly Mineh
Beglaryan, Nika
Bell, Lucy Jean
Blbulyan, Davit
Bodeant, Rafael Marcelo
Boyajyan, Karo
Boyajyan, Lia
Browne, Braelyn Mckenna
Bznuni, Narek
Cancik, Alex Avedis
Cancik, Camila
Cerritos, Luciana
Chen-Mesaros, Justin Zachary
Chen-Mesaros, Kevin Tyler
Cho, Kevin S
Cho, Troy Taehyun

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Choi, Beomseo
Choi, Eleanor
Choi, Joseph Jihoo
Chun, Elliot Minhyuk
Chung, Christine Y
Como, Liliana
Crstijian, Nickolas Armen
Czachor, Quinn
Danelyan, Grickore Gregory
Davoodi Masihi, Emelia
Davtyan, Elizabeth Mariam
Davtyan, Sarah Mary
Dayag, Melissa Rae
Diaz, Brianna Renee
Dokholyan, Natali
Doody, Lindsay Ray Eileen
Duarte, Tiffany Ann Abes
Eskandary, Narek
Eskender, Haya Eihab
Fakhrulddin, Hussein Isarmad Ma
Fakhrulddin, Mustafa Sarmad Mah
Farhadian, Leah Nicole
Fisher, Amarise Tamar
Foster, Trenton Seay
Fraidany, Tadeh
Freemon, Logan
Fung, Kelly Tze Yau
Galang, Alaina
Galstyan, Lusine
Gaprelian, Aren
Gaprelian, Nairi
Gaprelian, Narineh
Ghaltakhchyan, Ruzanna
Ghaly, Veronia
Gharibian, Sophie Lilith
Gharibyan, Lucie
Ghazarian, Christie Ani
Ghazarianghalehmaleki, Fredrik

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Ghazaryan, Mary
Gonzal, Mikhaella
Gore, Samuel Cameron
Grayson, Barrett Ryan
Grigorian, Caroline
Grigoryan, Elen
Grigoryan, Shushanik
Groys, Valerie
Gunnel, Henry Bryce
Hagobian, Sascha
Hakobyan, Elen
Hakobyan, Gohar
Hakopyan, Emily Ani
Han, Ezra Jaehyun
Han, Gloria Kim
Hartenyan, Karina
Hartoonians, Tatiana
Harutunian, Sarina Lorik
Harutyunkyan, Diana
Harutyunyan, Elen
Harutyunyan, Eleonora
Harutyunyan, Ilona
Hasan, Rameesha Zaara
Hatamian, Minehli
Hatoomian, Daniel Thomas
Hayrapetian, Vahe
Heraclio, Natalie
Hidalgo, Melody Danielle
Hinojosa, Bianca Valeria
Hong, Isabella Yesun
Hong, Matthew Christian
Hovhannisyan, Ani
Hovhannisyan, Hasmik
Hovhannisyan, Hrachya
Hovhannisyan, Meri
Hovhannisyan, Natali
Hovsepyan, Lina
Hovsepyan, Tatevik

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Hu, Leann Lydia
Hudson, Cristian Cole
Im, Austin Baek
Isagulyan, Elin
Isayan, Maneh
Isayan, Nareh
Issagholian, Tina
Jaghinyan, Milena
Jeong, Justin Jiwon
Jerayer, Tania
Kahdian, Daniel Sarkis
Kahdian, David Mkrkich
Kalachian, Sophia Rebecca
Kalanjian, Aleena Emma
Kapoor, Kuvira
Karamyants, Emily
Karapetian, Ava Christine
Karapetyan, Zhanna
Kassabian, Yeraz Vartouhi
Kaur, Loveneet
Kazaryan, Anahit Annie
Keshishyan, Lily
Khachatourian, Leona
Khachikyan, Lilly
Khachikyan, Nelly
Khandzyan, Melkon Mike
Khashadoorian, Kirk
Khashadoorian, Mark
Khatcherian, Sarin Seta
Khodagholian, Vanessa Mary
Khodaverdi, Lia
Khodaverdi, Natalia Charlize
Khojayan, Lilian Kaitlyn
Khudaverdyan, Elena Anna
Kim, Christopher Joon
Kim, Collin
Kim, Ella Payton Hyunjung
Kim, Ethan Ki-Hyun

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Kim, Flora Jaehee
Kim, Sean Minsoo
Kirakosyan, Erika
Kolsuzyan, Tigran Hovhannes
Kolyan, Viktorya
Kugaevskaya, Kristina
Labejian, Sarine Ani
Lala, Sara Yahya
Larsen, Taylor Jenell
Laterovian, Annie Rita
Leader, Naomi Mei
Lee, Bennett
Lee, Brandon Dawon
Lee, Elisha Suh Young
Lee, Eunseo
Lee, Joanne Yeso
Lee, Yunji
Lelash, Carter Joseph
Levering, Ryan Glenn
Lim, Benjamin Byungwoo
Lim, Sophia Minsuh
Lopez, Lleraldina Noemie
Lrtshikyan, Davit
Luna, Poppy Magenta
Ma, Garrison Qun Jie
Maghaguian, Isabel Mary
Majeed, Jood Khalid Fakh
Malakyan, Alexander Hayk
Manoukian, Tania
Manukyan, Karine
Manukyan, Natalie Lauren
Mardirosian, Anais Shant
Mardirousi, Emily
Margousian, Alina
Markosyan, Alexander
Markosyan, Emily
Marshal, Kristen Nvart
Matosian, Anait

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Mazmanyany, Ani Anahit
Mehrabi, Kevin
Mehta, Dev Nishith
Melconian, Aline Raffi Skender
Meliksetyan, Meri
Melikyan, Anush
Melikyan, Pavel
Mendoza, Gabriel Othon
Mendoza, Gloriele Cervantes
Miller, Wyatt Alexander
Millward, Riley Jordan
Minasian, Vartan Sarkis
Mirzakhonian Namagerdi, Sisyan
Mnatsakanian, Kristina
Morshed, Raihan
Mouradian, Suzy
Naeli, Shervin
Navasardyan, Gohar Daviti
Nevell, Alexandra Naomi
Nguyen, John
Nikoghosyan, Nicole Duste
Nikogosova, Nelly
Noh, Josiah Seung Chan
Oganyan, Anait
Ohanian, Elena
Ohanoglu, Natali
Oliver, Samantha Ting
Orujian, Alex
Orujian, Christy Alexis
Palyan, Artur
Pang, Nathan Curren
Schick, Nathan Mathew
Schick, Scott Lee
Sedrakyan, Karine Stepani
Seleym, Basant
Seo, Dahae Kim
Shahbandarian, Ellena
Shahbazian, Merissa

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Shahmirzaian, Trina
Shahmoradian, Eva
Shearchian, Charlet
Shehata, Abdelrahman Mohammad
Shim, Paul Dongjin
Shirvanian, Liana
Shoffner, Nyrie Minassian
Simien, Remi Volian
Sinclair, Valentine Metallica
Smith, Kayliana Marie
Song, Jayson
Sotomayor, Amariah Noelle
Stambrandt, Finn Ensio
Stepanyan, Nare
Stepanyan, Nicole
Studebaker Sanchez, Savannah
Tadevosyan, Satenik Stella
Tahmasian, Anooshik
Tahmasian, Arin
Tarbinian, Kristy Lori
Tashjian, Stella Ani
Tatians, Emily Isabella
Tatos, Arno
Thapaliya, Prakriti
Thomas, Luisa Malaya
Thota, Arya
Titizyan, Emily
Toledo-Olivares, Roxanna Jasmin
Torabyan, Natalie
Tovmasyan, Sona
Towle, Joshua Liam
Pardo, Barrett Gabriel
Park, Alyssa
Parsanian, Eana
Parseghian, Manika
Pascual, Jose Gabriel Galicto
Pawlowski, Seleina

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/24 - Continued

Student Assistant I - Continued

Petrossians, Grace Nina
Petrosyan, Arman
Pilosyan, Elen
Poghosyan, Anna Arina
Pogosian, Kristina
Ramirez, Isabella
Rascon, Christopher
Reid, Krista
Roe, Christine
Roh, Kristyn
Ross, Aimee
Saetier, Araya
Safarian, Aren Marc
Safaryan, Anzhela
Sahakyan, Fenya
Sahakyan, Meri
Samayoa, Jasmine
Samson, Paolo Miguel Villa
Sanchez, Sally Michelle
Sandoval, Kingsley Valentina J.
Santos, Amanda, Daileg
Santos, Ashley Daileg
Sardarian, Tania
Sargsyan, Davit
Sargsyan, Elza
Sargsyan, Haik Varujan
Sargsyan, Tigran Armen
Saryan, Isabelle Flora
Sauppe, Luke Calangian

<u>Personal Services Agreement</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. Arunachalam, Alamelu	Consultant, as needed for the Academy of Science and Medicine	07/01/23 through 06/30/24 Not to exceed \$13,500.00 01.0 00000.0 11303 10000 5811 0100000
2. Frey, Melissa	Consultant, as needed for 3 rd grade Recorders at Monte Vista Elementary School	08/16/23 through 06/05/24 Not to exceed \$5,000.00 01.0 95100.0 11100 10000 5811 3700000

<u>Personal Services Agreement</u> - Continued	<u>Location</u>	Effective Dates, Months/Hours, and <u>Salary Rating</u>
3. Garabedian, Anie	Consultant, as needed to provide outreach to refugee/asylee/ immigrant families on a Weekly basis. The Consultant will provide check-ins/ wellness checks to families and students and refer them to services provided by the District, the school sites, and the City of Glendale, as needed. This service will be provided via telephone and/or in person	10/01/23 through 09/30/24 \$25.00 per hour Not to exceed \$23,300.00 01.0 42161.4 11100 10000 5811 0000673
4. Pang, Lisa	Consultant, as needed for the Academy of Science and Medicine.	07/01/23 through 06/30/24 Not to exceed \$9,500.00 total 01.0 00000.0 11303 10000 5811 0100000

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Transportation Authorization – 2023-2024

- It is recommended that the individuals be authorized to receive transportation expenses at the rate of 65.5¢ per mile, effective July 1, 2023, through June 30, 2024:

Education Assistant ASES/RAP Site Leader

Akopyan, Gayane	CDCC	08/14/23 through 06/06/24: 65.5¢
Darabidian, Ailin		01.0 91500.0 85000 10000 5210 0000671
Monessa, Durdana		01.0 60100.0 11100 10000 5210 0000671
Sarkisyan, Elin		

SELPA Staff Assistant

Edwards, Michelle	SELPA	07/01/23 through 06/30/24: 65.5¢
		Foothill SELPA
		01.0 65001.0 50500 22000 5210 0000668

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 4

TO: Board of Education
 FROM: Dr. Darneika Watson, Interim Superintendent
 SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
 PREPARED BY: Karineh Savarani, Director, Financial Services
 SUBJECT: **Warrants – District Funds**

The Interim Superintendent recommends that “A” Form (Payroll Warrants) issued August 4, 2023 – August 28, 2023, as shown below totaling \$3,822,643.46, and “B” Form (Other than Payroll Warrants) issued August 1, 2023 – August 31, 2023, totaling \$15,745,100.00, be approved. Funding for Form “A” Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, 40.1 Spec Reserve-Capital Projects Fund, 67.0 Self-Insurance Fund, 67.2 Early Retirement Benefits Fund and 76.0 Warrant Pass-Through Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
C5A-C	7851204 - 7851223	Certificated \$	152,814.45
C5A-N	7815224 - 7815224	Classified	883.32
214-C	7851554 - 7851563	Certificated	2,962.78
215-C	7851804 - 7851815	Certificated	3,573.63
215-N	7783320 - 7783320	Certificated	(279.00)
216-C	7857120 - 7857125	Certificated	2,015.04
E4B-N	7857466 - 7857526	Classified	2,070,164.41
C3A-N	7860792 - 7861029	Classified	323,981.45
220-C	7862842 - 7862853	Certificated	3,742.00
220-N	7862854 - 7862855	Classified	3,119.00
221-C	7863700 - 7863700	Certificated	340.16
222-N	7864148 - 7864148	Classified	1,365.79
223-N	7866176 - 7866180	Classified	6,596.01
226-N	7866176 - 7866653	Classified	(1,598.09)
228-N	7867164 - 7867167	Classified	2,954.90
229-C	7867689 - 7867691	Certificated	5,467.31
229-N	7867692 - 7867692	Classified	504.38
230-N	7860841 - 7871384	Classified	445.48
E4C-N	7872129 - 7872213	Classified	1,226,260.91
234-N	7876546 - 7873421	Classified	13,952.32
236-C	7876546 - 7876546	Certificated	2,246.20
236-N	7867692 - 7867692	Classified	1,131.01
TOTAL \$			<u>3,822,643.46</u>

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; and plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 AUGUST 1 THRU AUGUST 31, 2023

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	1.0 GENERAL FUND		
4110	TEXTBOOKS	122	501,190.17
4310	INST. MATERIALS & SUPPLIES	386	159,354.28
4317	COMMENCEMENT	1	6,903.90
4340	COMPUTER SOFTWARE & RELAT EXP	29	486,019.18
4350	OFFICE & OTHER SUPPLIES	143	30,593.29
4351	PRINTING & REPRODUCTION	25	20,732.91
4353	EDIBLE SUPPLIES	42	7,899.88
4360	TIRES, FUEL AND OIL	16	12,076.80
4370	CUSTODIAL/OPERATION SUPPLIES	33	50,744.15
4371	GROUNDS SUPPLIES	7	25.99
4372	POOL SUPPLIES	18	15,128.52
4380	MAINTENANCE SUPPLIES	36	2,101.73
4381	REPAIR SUPPLY & MATERIALS	213	65,168.81
4395	NON-FOOD SUPPLIES	3	460.63
4410	AV & COMPUTER EQUIP-UNTAGGED	7	238,360.79
4420	NON-CAP EQUIP -UNTAGGED	159	47,971.10
4430	NON-CAP EQUIP – TAGGED	24	22,206.92
4440	AV & COMPUTER EQUIP-TAGGED	2	8,799.90
4710	FOOD	1	128.50
5210	MILEAGE & CAR ALLOWANCES	22	1,526.22
5220	TRAVEL AND CONFERENCES	22	20,767.88
5310	DUES AND MEMEBERSHIPS	7	5,149.99
5450	OTHER INSURANCE	1	3,820,564.00
5510	NATURAL GAS SERVICES	11	12,460.11
5520	ELECTRICITY SERVICES	73	561,960.25
5530	WATER	64	89,707.43
5561	TRASH DISPOSAL	2	33,145.05
5562	SEWER CHARGES	67	22,454.15
5610	RENTALS, LEASES AND REPAIRS	24	30,927.09
5611	ETIS COPIER LEASES	7	14,602.35
5630	REPAIRS	44	106,094.23
5631	ETIS COPIER LEASES	11	2,300.58
5802	NON-INSTRUCT. SOFTWARE LICENSE	3	21,391.00
5811	PERSONAL SERVICES	18	23,862.33
5812	NON-PSA SERVICE AGREEMENT	29	126,804.28
5814	TRANSPORTATION	7	6,839.15
5815	OPERATING SERVICES	101	609,989.70
5816	NON-PUBLIC SCHOOL SERVICES	378	980,717.15
5821	LEGAL FEES	11	14,999.88
5823	SPEC ED LEGAL SETTLEMENTS	9	44,858.59
5825	AUDIT FEES	4	12,810.00
5828	SPED PARENT ATTORNEY FEES	1	19,000.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	2,300.00
5853	CONTRACTUAL SERVICES	4	144,440.92
5861	FINGERPRINTS FOR EMPLOYEES	1	2,089.00
5862	PHYSICALS FOR EMPLOYEES	6	26,497.25
5911	POSTAGE/UPS/FEDEX	1	78.19

GLENDALE UNIFIED SCHOOL DISTRICT

CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
AUGUST 1 THRU AUGUST 31, 2023

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5912	TELEPHONE	10	19,728.62
5916	OTHER PHONES	12	15,650.66
7438	DEBT SERVICE-INTEREST	1	781.32
7439	OTHER DEBT SERVICE PAYMENTS	1	19,532.50
8590	ALL OTHER STATE REVENUES	1	41,688.50
8689	ALL OTHER FEES AND CONTRACTS	10	1,657.50
8699	ALL OTHER LOCAL REVENUES	5	20,901.43
9320	STORES	15	53,019.67
9530	FRINGE BENEFITS SUBS - H&W	1	579.06
9552	USE TAX PAYABLE	20	6,229.93
		-----	-----
		2,272	8,613,973
	10.0 SELPA PASS THROUGH FUND		
7211	TFR OF PMTS-THRGH REV TO DIST	5	169,620.08
		-----	-----
		5	169,620
	12.0 CHILD DEVELOPMENT FUND		
4310	INST. MATERIALS & SUPPLIES	8	1,829.87
4350	OFFICE & OTHER SUPPLIES	9	833.24
4353	EDIBLE SUPPLIES	4	836.30
4420	NON-CAP EQUIP -UNTAGGED	5	806.66
5630	REPAIRS	3	8.77
5812	NON-PSA SERVICE AGREEMENT	17	13,692.12
5814	TRANSPORTATION	3	6,288.94
5815	OPERATING SERVICES	3	1,250.00
5916	OTHER PHONES	2	73.48
9552	USE TAX PAYABLE	1	0.41
		-----	-----
		55	25,620
	13.0 CAFETERIA FUND		
4210	BOOKS & OTH REFERENCE MATERIAL	1	2,600.00
4350	OFFICE & OTHER SUPPLIES	10	1,170.39
4351	PRINTING & REPRODUCTION	2	937.13
4360	TIRES, FUEL AND OIL	3	880.01
4380	MAINTENANCE SUPPLIES	2	2,099.00
4381	REPAIR SUPPLY & MATERIALS	11	1,352.49
4395	NON-FOOD SUPPLIES	7	3,076.57
4710	FOOD	142	315,132.80
5210	MILEAGE & CAR ALLOWANCES	1	17.96
5310	DUES AND MEMEBERSHIPS	1	2,217.62
5610	RENTALS, LEASES AND REPAIRS	4	11,962.12
5630	REPAIRS	12	3,457.00
5815	OPERATING SERVICES	3	9,904.00

GLENDALE UNIFIED SCHOOL DISTRICT

CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
AUGUST 1 THRU AUGUST 31, 2023

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5916	OTHER PHONES	2	160.41
6252	OTHER CONSTRUCTION	7	451,935.62
6490	CAPITALIZED EQUIPMENT	24	133,232.02
8634	FOOD SERVICE SALES	15	1,344.10
9552	USE TAX PAYABLE	1	3.66
		-----	-----
		248	941,483
	21.1 MEASURE S PROJECTS FUND		
6210	ARCHITECT FEES ON BUILDINGS	8	36,834.83
6250	BUILDING CONSTRUCTION/IMPROV	3	1,724,345.00
6252	OTHER CONSTRUCTION	22	1,375,531.70
6275	CONST TSTNG ON BLDNG & IMPROV	4	24,140.00
6280	BUILDING INSPECTIONS	5	43,290.00
6282	MOVING STORAGE	1	4,347.00
6410	CAPITALIZED COMPUTER EQUIP-TAG	6	422,627.16
		-----	-----
		49	3,631,116
	25.0 CAPITAL FACILITIES FUND		
8681	MITIGATION/DEVELOPERS FEES	1	90.10
		-----	-----
		1	90
	40.1 SPEC RESERVE - CAPITAL PROJECTS		
5520	ELECTRICITY SERVICES	1	54.25
5530	WATER	1	309.48
5562	SEWER CHARGES	1	166.58
		-----	-----
		3	530
	67.0 SELF-INSURANCE FUND		
4351	PRINTING & REPRODUCTION	1	2,489.28
5872	DELTA ADMINISTRATIVE FEES	1	10,571.26
5873	VSP CLAIMS	6	35,191.46
5874	VSP ADMINISTRATIVE FEES	23	4,041.99
5875	DELTA PAYMENTS	1	181,014.66
5877	MEDIMPACT CLAIMS	2	19,585.66
5878	MEDIMPACT PAYMENTS	2	909,194.62
		-----	-----
		36	1,162,089

GLENDALE UNIFIED SCHOOL DISTRICT

CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
AUGUST 1 THRU AUGUST 31, 2023

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	67.1 WORKERS' COMPENSATION FUND		
5815	OPERATING SERVICES	1	855,322.00
		-----	-----
		1	855,322
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	2	345,256.42
		-----	-----
		2	345,256
	TOTAL	2,672	15,745,100

GLENDALE UNIFIED SCHOOL DISTRICT

SEPTEMBER 12, 2023

CONSENT CALENDAR NO. 5

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
PREPARED BY : Barbara Howard, Director, Procurement & Contract Services
SUBJECT: **PURCHASE ORDER LISTING**

The Interim Superintendent recommends that the Board of Education approve Purchase Orders totaling \$19,353,339.51 for the period of July 1, 2023, and from July 31, 2023 to August 25, 2023 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JULY 1, 2023, AND JULY 31, 2023 THROUGH AUGUST 25, 2023

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	273	6,446,189.16
CONTINUING EDUCATION - RESTRICTED	5	1,649,524.42
FEDERAL RESTRICTED RESOURCES	42	448,814.42
STATE RESTRICTED RESOURCES	85	5,666,141.45
LOCAL RESTRICTED RESOURCES	113	2,085,064.82
CHILD DEVELOPMENT FUND	5	36,732.85
FOOD SERVICES FUND	15	619,761.51
MEASURE S PROJECTS FUND	18	1,545,788.88
WORKERS' COMPENSATION FUND	1	855,322.00
TOTAL	557	\$19,353,339.51

TO SUPPORT 2023-2024 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.

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-240000000003	GLENDALÉ ADVENTIST MEDICAL CENTER ATHLETIC TRAINER SERVICES FOR CRESCENTA VALLEY, GLENDALÉ, AND HOOVER HIGH SCHOOLS, BOARD APPROVED 5/16/2023 - SECONDARY SERVICES	99,996.00
PO1-240000000006	ED FILES, INC ANNUAL SUBSCRIPTION FOR ONLINE RECORDS MANAGEMENT - HUMAN RESOURCES	3,231.00
PO1-240000000007	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - BALBOA ELEMENTARY SCHOOL	4,000.00
PO1-240000000008	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - BALBOA ELEMENTARY SCHOOL	1,500.00
PO1-240000000010	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	4,500.00
PO1-240000000011	GREEN NINJA STUDENT WORKBOOKS VARIOUS SCHOOLS GRADES 6-8 - SECONDARY SERVICES	137,378.60
PO1-240000000012	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	5,000.00
PO1-240000000016	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MANN ELEMENTARY SCHOOL	7,000.00
PO1-240000000021	ACSA FOUNDATION FOR EDUCATIONAL ADMIN ACSA MEMBERSHIP RENEWAL - HUMAN RESOURCES	1,735.44
PO1-240000000022	AMERICAN EXPRESS CPS ACSA - CONFERENCE EXPENSES - HUMAN RESOURCES	3,875.00
PO1-240000000023	CRITICAL MENTION, INC. SUBSCRIPTION FOR MEDIA MONITORING -PUBLIC INFORMATION	1,625.00
PO1-240000000047	ORIENTAL TRADING INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	1,400.00

PROCESS DATE
9/5/2023

GLENDAL Unified School District
Consent Calendar No. 5

PAGE 3

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000050	PUSH PLAY PE PE EQUIPMENT BUNDLE FOR VARIOUS ELEMENTARY SCHOOLS - SECONDARY SERVICES	35,456.40
PO1-240000000051	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER INSTRUCTIONAL SUPPLIES - ROSEMONT MIDDLE SCHOOL	1,600.00
PO1-240000000053	PUSH PLAY PE PE CURRICULUM FOR VARIOUS ELEMENTARY SCHOOLS GRADES TK-3 - SECONDARY SERVICES	22,000.00
PO1-240000000054	THE COLLEGE BOARD INSTRUCTIONAL MATERIALS FOR VARIOUS SCHOOLS GRADES 6-12 - SECONDARY SERVICES	157,010.79
PO1-240000000057	UNIVERSAL PROTECTION SERVICE, LP BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - TOLL MIDDLE SCHOOL	2,500.00
PO1-240000000059	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - CRESCENTA VALLEY HIGH SCHOOL	7,000.00
PO1-240000000062	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLY - CRESCENTA VALLEY HIGH SCHOOL	5,000.00
PO1-240000000063	AMAZON CAPITAL SERVICES, INC.	500.00
PO1-240000000064	AMAZON CAPITAL SERVICES, INC.	500.00
PO1-240000000065	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - FINANCIAL SERVICES	5,000.00
PO1-240000000066	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	1,000.00
PO1-240000000067	STC INTERPRETING INC. PROVIDE INTERPRETION AND TRANSLATION SERVICES IN VARIOUS LANGUAGES - EQUITY, ACCESS, AND FAMILY ENGAGEMENT	50,000.00
PO1-240000000068	SNO SITES	450.00
PO1-240000000071	UNIVERSAL PROTECTION SERVICE, LP BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - CRESCENTA VALLEY HIGH SCHOOL	8,100.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000072	FEDEX FREIGHT BLANKET PURCHASE ORDER FOR MAILING SERVICES - FINANCIAL SERVICES	1,400.00
PO1-240000000073	U.S. BANK BLANKET PURCHASE ORDER GENERAL OBLIGATION BONDS - FINANCIAL SERVICES	2,500.00
PO1-240000000074	WAGeworks, INC BLANKET PURCHASE ORDER FOR ADMINISTRATION FEES FOR COBRA AND RETIREE HEALTH BENEFITS - FINANCIAL SERVICES	30,000.00
PO1-240000000075	LIFESIGNS NOW PROVIDE AMERICAN SIGN LANGUAGE INTERPRETATION SERVICES - EQUITY, ACCESS, AND FAMILY ENGAGEMENT	5,000.00
PO1-240000000077	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - ROOSEVELT MIDDLE SCHOOL	3,747.00
PO1-240000000079	AV PARTY RENTALS, INC GRADUATION CHAIRS AND STAGE RENTAL - GLENDALE HIGH SCHOOL	6,600.50
PO1-240000000082	NASSP/NATIONAL HONOR SOCIETY	385.00
PO1-240000000084	UNIVERSAL PROTECTION SERVICE LP BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - GLENDALE HIGH SCHOOL	150,000.00
PO1-240000000086	SHRED CONFIDENTIAL, INC.	350.00
PO1-240000000087	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR MATERIALS & SUPPLIES - PUBLIC INFORMATION	1,000.00
PO1-240000000089	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - PUBLIC INFORMATION	1,000.00
PO1-240000000090	AMERICAN EXPRESS CPS BLANKET PURCHASE ORDER FOR TRAVEL AND CONFERENCE EXPENSES - PUBLIC INFORMATION	20,000.00
PO1-240000000093	AMERICAN EXPRESS CPS BLANKET PURCHASE ORDER FOR EDIBLE SUPPLIES FOR VARIOUS MEETINGS - PUBLIC INFORMATION	10,000.00
PO1-240000000094	LACOE	500.00
PO1-240000000101	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - R.D. WHITE ELEMENTARY SCHOOL	6,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000102	READY REFRESH BY NESTLE (ARROWHEAD) BLANKET PURCHASE ORDER FOR WATER DELIVERY - SUPERINTENDENT'S OFFICE	1,400.00
PO1-240000000105	GLOBAL PAYMENTS INC. INSTRUCTIONAL SOFTWARE - ROOSEVELT MIDDLE SCHOOL	1,877.00
PO1-240000000106	STUDIO SPECTRUM, INC BOARD OF EDUCATION VIDEO STREAMING SERVICES - PUBLIC INFORMATION	14,250.00
PO1-240000000108	BRIAN ROSS ADAMS SERVICE AGREEMENT FOR ONLINE SOCIAL MEDIA MANAGEMENT - PUBLIC INFORMATION	30,000.00
PO1-240000000109	JILL JOSEPH	500.00
PO1-240000000111	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - R. D. WHITE ELEMENTARY SCHOOL	4,000.00
PO1-240000000112	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-240000000113	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-240000000119	AMAZON CAPITAL SERVICES, INC.	750.00
PO1-240000000127	CDW GOVERNMENT	658.19
PO1-240000000133	CALIFORNIA SCHOOL BOARDS ASSN. ONLINE SUBSCRIPTION RENEWAL - HUMAN RESOURCES	5,690.00
PO1-240000000134	PQBIDS, INC. ANNUAL SUBSCRIPTION - PROCUREMENT & CONTRACT SERVICES	15,000.00
PO3W-240000000001	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - HOOVER HIGH SCHOOL	37,729.37
PO3W-240000000002	MCGRAW-HILL EDUCATION TEXTBOOKS - HOOVER HIGH SCHOOL	3,416.92
PO3W-240000000003	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - HOOVER HIGH SCHOOL	2,336.86
PO3W-240000000004	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - GLENDALE HIGH SCHOOL	4,189.06

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-240000000005	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - GLENDALE HIGH SCHOOL	3,204.97
PO3W-240000000006	GOODHEART-WILLCOX CO., INC. TEXTBOOKS - GLENDALE HIGH SCHOOL	5,850.31
PO3W-240000000007	GOODHEART-WILLCOX CO., INC. TEXTBOOKS - HOOVER HIGH SCHOOL	2,338.85
PO3W-240000000008	CENGAGE LEARNING TEXTBOOKS - GLENDALE HIGH SCHOOL	8,040.75
PO3W-240000000009	VISTA HIGHER LEARNING TEXTBOOKS - ROOSEVELT MIDDLE SCHOOL	3,163.05
PO3W-240000000010	MCGRAW-HILL EDUCATION TEXTBOOKS - GLENDALE HIGH SCHOOL	26,480.34
PO3W-240000000011	MCGRAW-HILL EDUCATION TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	7,736.43
PO3W-240000000012	AMAZON CAPITAL SERVICES, INC.	198.42
PO3W-240000000013	MCGRAW-HILL EDUCATION TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	3,568.65
PO3W-240000000014	MCGRAW-HILL EDUCATION TEXTBOOKS - WILSON MIDDLE SCHOOL	1,530.16
PO3W-240000000015	MCGRAW-HILL EDUCATION TEXTBOOKS ROOSEVELT MIDDLE SCHOOL	1,086.89
PO3W-240000000016	MCGRAW-HILL EDUCATION TEXTBOOKS - ROSEMONT MIDDLE SCHOOL	2,237.83
PO3W-240000000017	MCGRAW-HILL EDUCATION TEXTBOOKS - TOLL MIDDLE SCHOOL	1,530.16
PO3W-240000000018	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - GLENDALE HIGH SCHOOL	30,648.61
PO3W-240000000019	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - CRESCENTA VELLY HIGH SCHOOL	33,493.80
PO3W-240000000020	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - CLARK MAGENTA HIGH SCHOOL	23,628.79
PO3W-240000000021	MRS. NELSON'S BOOK COMPANY TEXTBOOK - CRESCENTA VALLEY HIGH SCHOOL	9,055.33

ACCESS DATE
9/5/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 7

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-240000000022	MCGRAW-HILL EDUCATION TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	2,933.55
PO3W-240000000023	POSITIVE PRESS PRINTING OF THURSDAY FOLDERS FOR ELEMENTARY SCHOOLS- STUDENT SUPPORT SERVICES	10,975.39
PO3W-240000000024	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - DAILY HIGH SCHOOL	2,863.05
PO3W-240000000025	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	1,895.25
PO3W-240000000026	VISTA HIGHER LEARNING TEXTBOOKS - HOOVER HIGH SCHOOL	18,338.54
PO3W-240000000027	SAVVAS LEARNING COMPANY LLC TEXTBOOKS - GLENDALE HIGH SCHOOL	17,915.63
PO3W-240000000028	CAROLINA BIOLOGICAL SUPPLY CO. TEXTBOOKS -LA CRESCENTA ELEMENTARY SCHOOL	1,018.50
PO3W-240000000030	CAROLINA BIOLOGICAL SUPPLY CO. TEXTBOOKS - BALBOA ELEMENTARY SCHOOL	1,018.50
PO3W-240000000031	CAROLINA BIOLOGICAL SUPPLY CO. TEXTBOOKS DUNSMORE ELEMENTARY SCHOOL	2,213.66
PO3W-240000000032	CAROLINA BIOLOGICAL SUPPLY CO.	503.61
PO3W-240000000033	CAROLINA BIOLOGICAL SUPPLY CO. TEXTBOOKS - KEPPEL ELEMENTARY SCHOOL	1,018.50
PO3W-240000000035	BUSINESS MACHINE SECURITY	874.19
PO3W-240000000036	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	5,733.33
PO3W-240000000037	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - GLENDALE HIGH SCHOOL	1,293.23
PO3W-240000000039	CENGAGE LEARNING TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	6,950.45
PO3W-240000000041	CENGAGE LEARNING TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	9,415.58
PO3W-240000000042	CENGAGE LEARNING TEXTBOOKS - GLENDALE HIGH SCHOOL	8,369.40

PROCESS DATE
9/5/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 8

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-240000000043	CENGAGE LEARNING TEXTBOOKS - HOOVER HIGH SCHOOL	8,369.40
PO3W-240000000045	GOPHER	369.21
PO3W-240000000046	GOPHER TEXTBOOKS - GLENDALE HIGH SCHOOL	1,213.64
PO3W-240000000047	GOPHER INSTRUCTIONAL SOFTWARE SUBSCRIPTION FOR FOR PE CURRICULUM FOR GRADES 4-6 - SECONDARY SERVICES	8,315.85
PO3W-240000000048	AMAZON CAPITAL SERVICES, INC.	176.39
PO3W-240000000050	BURBANK PRINTING WAREHOUSE STOCK - PROCUREMENT & CONTRACT SERVICES	6,671.23
PO3W-240000000051	SCHOOL HEALTH CORP.	693.43
PO3W-240000000053	MRS. NELSON'S BOOK COMPANY TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	5,657.40
PO3W-240000000056	W.W. NORTON & COMPANY, INC. TEXTBOOKS - GLENDALE HIGH SCHOOL	16,339.06
PO3W-240000000057	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	467.45
PO3W-240000000058	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	520.59
PO3W-240000000060	MACMILLAN HOLDINGS LLC TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	44,893.38
PO3W-240000000061	MACMILLAN HOLDINGS LLC TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	4,952.98
PO3W-240000000062	MACMILLAN HOLDINGS LLC TEXTBOOKS - GLENDALE HIGH SCHOOL	15,189.49
PO3W-240000000063	MACMILLAN HOLDINGS LLC TEXTBOOKS - HOOVER HIGH SCHOOL	16,877.21
PO3W-240000000064	MCGRAW-HILL EDUCATION TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	1,826.80
PO3W-240000000067	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	14,861.10
PO3W-240000000068	MCGRAW-HILL EDUCATION TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	3,511.46
PO3W-240000000069	MCGRAW-HILL EDUCATION TEXTBOOKS - CLARK MAGNET HIGH SCHOOL	3,752.89
	TOTAL	1,343,420.50

PO NUMBER	CONTINUING EDUCATION - RESTRICTED VENDOR	AMOUNT
PO1-240000000121	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES -CHILD DEVELOPMENT AND CHILD CARE	14,500.00
PO1-240000000124	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES - CHILD DEVELOPMENT AND CHILD CARE	14,500.00
TOTAL		29,000.00
FEDERAL RESTRICTED RESOURCES		
PO1-240000000078	CALIFORNIA MATH COUNCIL	235.00
PO1-240000000095	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - BALBOA ELEMENTARY SCHOOL	9,811.42
PO1-240000000097	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	5,000.00
PO1-240000000100	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	20,000.00
PO1-240000000103	AP BY THE SEA UNIVERSITY OF SAN DIEGO	865.00
PO1-240000000115	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	10,000.00
PO1-240000000128	POWERSCHOOL GROUP LLC LICENSE AND SUBSCRIPTION - SECONDARY SERVICES	4,341.00
PO1-240000000131	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES SPECIAL EDUCATION - CLOUD PRE-SCHOOL	1,500.00
PO3W-240000000049	SCHOOL SPECIALTY LLC OFFICE FURNITURE - COLLEGE VIEW ELEMENTARY SCHOOL	21,473.51
PO3W-240000000065	APPLE COMPUTER COMPUTER EQUIPMENT FOR ALL SCHOOL SITES -EQUITY, ACCESS, AND FAMILY ENGAGEMENT	241,780.82
TOTAL		315,006.75

PO NUMBER	STATE RESTRICTED RESOURCES VENDOR	AMOUNT
PO1-240000000002	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO PRINTING MATERIALS FOR VARIOUS SCHOOLS - TEACHING AND LEARNING	102,544.38
PO1-240000000039	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIE - COLLEGE VIEW SCHOOL	2,000.00
PO1-240000000045	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - COLLEGE VIEW ELEMENTARY SCHOOL	2,000.00
PO1-240000000046	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - COLLEGE VIEW ELEMENTARY ELEMENTARY SCHOOL	2,000.00
PO1-240000000055	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR CUSTODIAL SUPPLIES - COLLEGE VIEW ELEMENTARY ELEMENTARY SCHOOL	2,000.00
PO1-240000000056	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - COLLEGE VIEW ELEMENTARY SCHOOL	1,000.00
PO1-240000000081	ASSOCIATION FOR COMPUTING MACHINERY, INC.	340.00
PO1-240000000110	ALAS, INC.- ACADEMIC LANGUAGE ADVOCACY SERVICES SERVICES AGREEMENT TO PROVIDE RESEARCH & THEORY WORKSHOPS FOR PROJECT GLAD - SECONDARY SERVICES	23,600.00
PO1-240000000129	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - CLOUD PRE-SCHOOL	4,500.00
PO1-240000000130	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CLOUD PRE-SCHOOL	2,000.00
PO3W-240000000055	CDW GOVERNMENT	36.38
PO3W-240000000059	SCHOOL SPECIALTY LLC CLASSROOM FURNITURE FOR VARIOUS SCHOOL - STUDENT SUPPORT SERVICES	5,673.02
TOTAL		147,693.78

PO NUMBER	LOCAL RESTRICTED RESOURCES VENDOR	AMOUNT
PO1-240000000044	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - COLLEGE VIEW SCHOOL	5,000.00
PO1-240000000049	AMERICAN EXPRESS CPS PORTO'S BAKERY - EDIBLE SUPPLIES - BALBOA ELEMENTARY SCHOOL	342.02
PO1-240000000052	CARAHSOFT TECHNOLOGY CORPORATION DOCUSIGN ENVELOPES AND LICENSES - SPECIAL EDUCATION	38,119.20
PO1-240000000069	AMERICAN EXPRESS CPS	119.99
PO1-240000000083	ROBOTICS EDUCATION & COMPETITION FOUNDATION, INC.	200.00
PO1-240000000117	THE ART OF EDUCATION UNIVERSITY, LLC ELEMENTARY ARTS CURRICULUM LICENSE - SECONDARY SERVICES	25,369.20
PO1-240000000122	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES - CHILD DEVELOPMENT AND CHILD CARE	14,500.00
PO1-240000000125	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES - CHILD DEVELOPMENT AND CHILD CARE	14,500.00
PO1-240000000132	MARLEYS MUTTS DOG RESCUE	250.00
PO3W-240000000044	CONSOLIDATED PLASTICS CO INC OUTSIDE RUG - TOLL MIDDLE SCHOOL	2,965.18
	TOTAL	101,365.59
	CHILD DEVELOPMENT FUND	
PO1-240000000120	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES - CHILD DEVELOPMENT AND CHILD CARE	14,500.00
PO1-240000000123	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL AND OFFICE SUPPLIES - CHILD DEVELOPMENT AND CHILD CARE	14,500.00
	TOTAL	29,000.00
	FOOD SERVICES FUND	
PO1-240000000140	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - FOOD SERVICES	10,000.00
	TOTAL	10,000.00

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-240000000736	CV FIRE PROTECTION INC ANNUAL FIRE SPRINKLER TESTING & INSPECTION DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	66,100.00
PO1-240000000737	CV FIRE PROTECTION INC ANNUAL KITCHEN HOOD TESTING & INSPECTION FOR VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	14,220.00
PO1-240000000742	SMART & FINAL IRIS COMPANY	500.00
PO1-240000000743	READY REFRESH BY NESTLE (ARROWHEAD)	750.00
PO1-240000000744	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES -	1,000.00
PO1-240000000746	SHRED CONFIDENTIAL, INC.	250.00
PO1-240000000751	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - GLENDALE HIGH SCHOOL	30,000.00
PO1-240000000761	THE ILINI COMPANIES, INC MAINTENANCE POOL SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,286.07
PO1-240000000764	AIRGAS INC	412.68
PO1-240000000765	SMART & FINAL IRIS COMPANY	800.00
PO1-240000000768	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO1-240000000770	GOPHER INSTRUCTIONAL SOFTWARE SUBSCRIPTION FOR PE CURRICULUM GRADES 3-6 - SECONDARY SERVICES	4,199.00
PO1-240000000772	NAMIFY LLC	310.97
PO1-240000000790	BURBANK IRRIGATION SUPPLY BLANKET PURCHASE ORDER FOR LANDSCAPE SUPPLIES AND MATERIALS AND LABOR - FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000795	EWING IRRIGATION PRODUCTS BLANKET PURCHASE ORDER FOR LANDSCAPE SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	35,000.00
PO1-240000000796	UNIVERSAL PROTECTION SERVICE, LP BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - DAILY HIGH SCHOOL	55,823.00
PO1-240000000801	ULINE SHIPPING SUPPLY BLANKET PURCHASE ORDER FOR CUSTODIAL SUPPLIES, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	15,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000802	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - VALLEY VIEW ELEMENTARY SCHOOL	6,000.00
PO1-240000000803	UNIVERSAL PROTECTION SERVICE, LP BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - HOOVER HIGH SCHOOL	130,000.00
PO1-240000000804	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - VALLEY VIEW ELEMENTARY SCHOOL	1,000.00
PO1-240000000805	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO1-240000000808	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO1-240000000809	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO1-240000000819	AMERICAN EXPRESS CPS AEC AND TRADE SHOW - CONFERENCE EXPENSES - PUBLIC INFORMATION	970.00
PO1-240000000820	BURBANK PRINTING	500.00
PO1-240000000823	THOMAS DENTON ENGRAVING	232.19
PO1-240000000834	AccuCuT, LLC CLASSROOM EQUIPMENT - LA CRESCENTA ELEMENTARY SCHOOL	2,149.88
PO1-240000000835	NCS PEARSON, INC.	252.43
PO1-240000000836	SCHOOL LIFE A DIV OF IMAGESTUFF	414.00
PO1-240000000843	MCL'S ELEVENFIFTY	253.57
PO1-240000000844	NICK'S NURSERY BLANKET PURCHASE ORDER FOR LANDSCAPING MATERIALS - FACILITY & SUPPORT OPERATIONS	5,000.00
PO1-240000000845	PANERA BREAD COMPANY	406.82
PO1-240000000847	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,000.00
PO1-240000000853	THE ILINI COMPANIES, INC BLANKET PURCHASE ORDER FOR POOL CHEMICALS - FACILITY & SUPPORT OPERATIONS	95,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000858	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	3,000.00
PO1-240000000859	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	2,000.00
PO1-240000000860	BURBANK PRINTING BLANKET PURCHASE ORDER FOR PRINTING & REPRODUCTION - MARSHALL ELEMENTARY SCHOOL	1,000.00
PO1-240000000862	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - LA CRESCENTA ELEMENTARY SCHOOL	2,000.00
PO1-240000000863	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - LA CRESCENTA ELEMENTARY SCHOOL	2,000.00
PO1-240000000866	AMERICAN FINGERPRINTING LIVESCAN AMERICAN FINGERPRINTING SERVICE - HUMAN RESOURCES	7,500.00
PO1-240000000867	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,500.00
PO1-240000000868	GLENDALE LIVE SCAN LLC BLANKET PURCHASE ORDER FOR FINGERPRINTING SERVICES - HUMAN RESOURCES	7,500.00
PO1-240000000869	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,500.00
PO1-240000000870	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CERRITOS ELEMENTARY SCHOOL	5,000.00
PO1-240000000872	THE THOMAS METZLER VIOLIN SHOP BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	2,000.00
PO1-240000000873	J.W. PEPPER & SON, INC. BLANKET PURCHASE ORDER FOR MUSIC SUPPLIES - EDUCATIONAL SERVICES	2,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000874	JIM'S MUSICAL INSTRUMENT REPAIR BLANKET PURCHASE ORDER FOR MUSICAL INSTRUMENT REPAIRS - EDUCATIONAL SERVICES	2,000.00
PO1-240000000875	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	2,000.00
PO1-240000000876	JIM'S MUSICAL INSTRUMENT REPAIR	992.20
PO1-240000000878	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTURCTIONAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	2,000.00
PO1-240000000879	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - WILSON MIDDLE SCHOOL	6,000.00
PO1-240000000880	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - FREMONT ELEMENTARY SCHOOL	2,000.00
PO1-240000000883	BURBANK PRINTING	66.15
PO1-240000000891	THE HOME DEPOT PRO (SUPPLYWORKS) BLANKET PO FOR CUSTODIAL AND REPAIR SUPPLIES, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	20,000.00
PO1-240000000893	GLENDALE BUILDER'S SUPPLIES BLANKET PURCHASE ORDER FOR LANDSCAPE MATERIALS AND SUPPLIES - FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000897	PITNEY BOWES INC. BLANKET PURCHASE ORDER FOR POSTAGE MACHINE SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,000.00
PO1-240000000904	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER INSTRUCTIONAL SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	9,000.00
PO1-240000000905	MINUTEMAN PRESS BLANKET PURCHASE ORDER FOR PRINTING SERVICES - HUMAN RESOURCES	2,000.00
PO1-240000000906	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,500.00
PO1-240000000907	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	5,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000908	COPY NETWORK	175.30
PO1-240000000913	BURBANK PRINTING BLANKET PURCHASE ORDER FOR PRINTING & REPRODUCTION SERVICES - MUIR ELEMENTARY SCHOOL	1,000.00
PO1-240000000915	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR SCHOOL SUPPLIES - DAILY HIGH SCHOOL	2,500.00
PO1-240000000916	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR SCHOOL SUPPLIES - DAILY HIGH SCHOOL	2,500.00
PO1-240000000923	PANORAMA EDUCATION SOFTWARE LICENSE TO ACCESS STUDENT SURVEY - EDUCATIONAL SERVICES	45,310.00
PO1-240000000924	MAINTEX BLANKET PURCHASE ORDER FOR CUSTODIAL SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	100,000.00
PO1-240000000928	THOMAS DENTON ENGRAVING	99.23
PO1-240000000931	SMART & FINAL IRIS COMPANY	700.00
PO1-240000000938	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	3,000.00
PO1-240000000939	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	5,000.00
PO1-240000000941	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	3,000.00
PO1-240000000945	THE THOMAS METZLER VIOLIN SHOP INSTRUCTIONAL MATERIALS - ADMIN PROGRAM	3,320.44
PO1-240000000946	IMAGINE LEARNING LLC EDGENUITY RENEWAL FOR VERDUGO ACADEMY - ADMIN PROGRAM	41,200.00
PO1-240000000947	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - DUNSMORE ELEMENTARY SCHOOL	1,000.00
PO1-240000000954	ORBACH HUFF & HENDERSON LLP RETAINER FOR PROFESSIONAL SERVICES - BUSINESS SERVICES	10,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000956	COMPLETE BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - KEPPEL ELEMENTARY SCHOOL	2,850.00
PO1-240000000964	QUE/ZANGLE NATIONAL USERS' GROUP CONFERENCE EXPENSES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,185.00
PO1-240000000966	COMMITTEE FOR CHILDREN ONLINE CURRICULUM - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	11,195.00
PO1-240000000967	PI TECHNOLOGIES MAINTENANCE RENEWAL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	13,597.68
PO1-240000000970	SAVVAS LEARNING COMPANY LLC ENVISION MATH 2.0 ADOPTED STUDENT MATERIALS-FOREIGN LANGUAGE FOR VARIOUS SCHOOLS - EDUCATIONAL SERVICES	21,688.82
PO1-240000000974	SCHOOL DATEBOOKS, INC	771.37
PO1-240000000975	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	7,000.00
PO1-240000000980	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	6,170.03
PO1-240000000982	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	2,000.00
PO1-240000000985	SERVICE EXPRESS, LLC MAINTENANCE AND SUPPORT FOR DATA CENTER & NETWORK - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	11,520.00
PO1-240000000987	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - BALBOA ELEMENTARY SCHOOL	3,300.00
PO1-240000000988	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	1,000.00
PO1-240000000989	MINUTEMAN PRESS BLANKET PURCHASE ORDER FOR PRINTING SERVICES - CERRITOS ELEMENTARY SCHOOL	1,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000993	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	1,000.00
PO1-240000000998	EWING IRRIGATION PRODUCTS	83.11
PO1-240000000999	GRAINGER MAINTENANCE SUPPLIES AND EQUIPMENT DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	1,369.07
PO1-240000001003	CALIFORNIA COMMISSION ON TEACHER CREDENTIALING ACCREDITATION FEE FOR NEW TEACHER INDUCTION PROGRAM - SECONDARY SERVICES	1,370.00
PO1-240000001004	COMPLETE BUSINESS SYSTEMS	950.00
PO1-240000001009	CDW GOVERNMENT SOFTWARE LICENSE - ROSEMONT MIDDLE SCHOOL	8,255.00
PO1-240000001010	SMART & FINAL IRIS COMPANY	300.00
PO1-240000001021	JIM'S MUSICAL INSTRUMENT REPAIR	70.00
PO1-240000001024	UNITED SITE SERVICES OF CALIFORNIA, INC RENTAL AND SERVICE PORTABLE TOILETS FOR VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	49,000.00
PO1-240000001032	AMS.NET RENEWAL OF SERVER MANAGEMENT SOFTWARE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	22,485.12
PO1-240000001035	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - MARSHALL ELEMENTARY SCHOOL	1,000.00
PO1-240000001045	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MANN ELEMENTARY SCHOOL	5,000.00
PO1-240000001047	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - PUBLIC INFORMATION	2,000.00
PO1-240000001050	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - LINCOLN ELEMENTARY SCHOOL	5,000.00
PO1-240000001052	J.W. PEPPER & SON, INC. MUSIC SUPPLIES - WILSON MIDDLE SCHOOL	1,224.17
PO1-240000001053	BERTRAND'S MUSIC ENTERPRISES INC MUSIC INSTRUMENT REPAIR SERVICES - WILSON MIDDLE SCHOOL	1,137.29

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000001063	SIRAMARK INC DBA ABRIL BOOKSTORE BOOKS - GLENDALE HIGH SCHOOL	1,633.08
PO1-240000001064	SIRAMARK INC DBA ABRIL BOOKSTORE BOOKS - R. D. WHITE ELEMENTARY SCHOOL	8,500.00
PO1-240000001065	SIRAMARK INC DBA ABRIL BOOKSTORE BOOKS - JEFFERSON ELEMENETARY SCHOOL	12,000.00
PO1-240000001067	AA1 GRAPHICS & SIGNS SIGNS TO BE USED DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	13,230.00
PO1-240000001068	FIRST STUDENT	551.42
PO1-240000001072	WEST SAN GABRIEL PROPERTY & LIABILITY JPA LIABILITY INSURANCE - BUSINESS SERVICES	3,820,564.00
PO1-240000001076	AMERICAN EXPRESS CPS INSTANTCONFERENCE.COM - CONFERENCE CALLING SERVICES - BUSINESS SERVICES	300.00
PO1-240000001079	AMAZON CAPITAL SERVICES, INC.	500.00
PO1-240000001085	SCHOOL DATEBOOKS, INC INSTRUCTIONAL MATERIALS & SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	5,529.84
PO1-240000001090	KAHOOT! AS	60.80
PO1-240000001092	ISTATION INSTRUCTIONAL LICENSES - EDUCATIONAL SERVICES	33,655.65
PO1-240000001093	ERIC RAMIREZ CATERING SERVICES FOR STAFF DEVELOPMENT - HOOVER HIGH SCHOOL	1,080.00
PO1-240000001094	SCHOOLMINT INC	372.65
PO1-240000001103	FULL COMPASS SYSTEMS	312.23
PO3W-240000000054	W.W. NORTON & COMPANY, INC. BOOK - CRESCENTA VALLEY HIGH SCHOOL	45,204.70
PO3W-240000000103	DORFMAN PRODUCTS	754.61
PO3W-240000000142	SAVVAS LEARNING COMPANY LLC	850.82
PO3W-240000000251	CENGAGE LEARNING TEXTBOOKS - HOOVER HIGH SCHOOL	7,525.45
PO3W-240000000252	CENGAGE LEARNING TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	34,385.80
PO3W-240000000256	AMAZON CAPITAL SERVICES, INC.	49.60
PO3W-240000000257	AMAZON CAPITAL SERVICES, INC.	50.16

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-24000000258	AMAZON CAPITAL SERVICES, INC.	528.54
PO3W-24000000260	AMAZON CAPITAL SERVICES, INC.	226.13
PO3W-24000000262	AMAZON CAPITAL SERVICES, INC.	414.17
PO3W-24000000264	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	594.45
PO3W-24000000270	GLOBAL EQUIPMENT COMPANY INC OUTSIDE FURNITURE - CRESCENTA VALLEY HIGH SCHOOL	36,018.00
PO3W-24000000273	THE HOME DEPOT PRO (SUPPLYWORKS) PURCHASE OF REFRIGERATOR FOR MOUNTAIN AVE ELEMENTARY SCHOOL - BUSINESS SERVICES	1,100.30
PO3W-24000000276	AMAZON CAPITAL SERVICES, INC.	994.54
PO3W-24000000279	LAKESHORE LEARNING FURNITURE FOR NEW KINDER CLASSROOM - COLUMBUS ELEMENTARY SCHOOL	4,461.83
PO3W-24000000285	CENGAGE LEARNING TEXTBOOKS - GLENDALE HIGH SCHOOL	6,052.49
PO3W-24000000286	AMAZON CAPITAL SERVICES, INC.	975.30
PO3W-24000000288	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	409.68
PO3W-24000000291	DISCOUNT SCHOOL SUPPLY INSTRUCTIONAL MATERIALS - MUIR ELEMENTARY SCHOOL	2,721.42
PO3W-24000000293	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	3,578.81
PO3W-24000000294	THE HOME DEPOT PRO (SUPPLYWORKS)	440.98
PO3W-24000000295	GRAINGER	732.72
PO3W-24000000296	SAVVAS LEARNING COMPANY LLC	850.82
PO3W-24000000297	SAVVAS LEARNING COMPANY LLC BOOKS - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,150.55
PO3W-24000000298	AMAZON CAPITAL SERVICES, INC.	584.33
PO3W-24000000300	GRAINGER	304.29
PO3W-24000000301	VIRCO INC. CLASSROOM FURNITURE - ROOSEVELT MIDDLE SCHOOL	4,491.03
PO3W-24000000303	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	73.86
PO3W-24000000304	AMAZON CAPITAL SERVICES, INC.	117.49
PO3W-24000000305	CDW GOVERNMENT	227.71
PO3W-24000000306	MCGRAW-HILL EDUCATION SPANISH WORKBOOKS - CRESCENTA VALLEY HIGH SCHOOL	1,679.09
PO3W-24000000307	BREAKOUT INC INSTRUCTIONAL MATERIALS - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,726.58

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-24000000309	ULINE SHIPPING SUPPLY	698.54
PO3W-24000000311	FOUNDATION FOR KOREAN LANGUAGE & CULTURE IN THE USA TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	2,557.80
PO3W-24000000312	AMAZON CAPITAL SERVICES, INC.	17.62
PO3W-24000000313	WILLIAM V. MACGILL & CO. HEALTH OFFICE SUPPLIES - WILSON MIDDLE SCHOOL	1,066.41
PO3W-24000000316	AMAZON CAPITAL SERVICES, INC.	37.93
PO3W-24000000321	VISTA HIGHER LEARNING BOOKS - ROOSEVELT MIDDLE SCHOOL	2,888.28
PO3W-24000000324	VISTA HIGHER LEARNING	866.49
PO3W-24000000328	AMAZON CAPITAL SERVICES, INC.	314.19
PO3W-24000000332	MAINTEX	447.70
PO3W-24000000336	SWUN MATH, LLC INSTRUCTIONAL MATERIALS & SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	6,592.19
TOTAL		----- 5,102,768.66
CONTINUING EDUCATION - RESTRICTED		
PO1-240000000927	HEYTUTOR, INC. SERVICE AGREEMENT TO PROVIDE TUTORING SERVICES TO VARIOUS SITES - CHILD DEVELOPMENT & CHILD CARE	1,620,000.00
PO3W-240000000169	AMAZON CAPITAL SERVICES, INC.	524.42
TOTAL		----- 1,620,524.42
FEDERAL RESTRICTED RESOURCES		
PO1-240000000705	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CLARK MAGNET HIGH SCHOOL	2,500.00
PO1-240000000829	BRAIN POP INSTRUCTIONAL SOFTWARE LICENSE - MARSHALL ELEMENTARY SCHOOL	3,795.00
PO1-240000000830	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - RD WHITE ELEMENTARY SCHOOL	10,837.50
PO1-240000000839	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,990.00

FEDERAL RESTRICTED RESOURCES (CONTINUATION)		AMOUNT
PO NUMBER	VENDOR	
PO1-240000000884	REGENTS UNIVERSITY OF CALIFORNIA LOS ANGELES	390.00
PO1-240000000886	AMAZON CAPITAL SERVICES, INC.	12.12
PO1-240000000934	CA ASSOC OF ADMIN OF STATE AND FEDERAL EDUCATION PROGRAMS	790.00
PO1-240000000949	IMAGINE LEARNING LLC INSTRUCTIONAL SOFTWARE LICENSE - DAILY HIGH SCHOOL	20,600.00
PO1-240000000957	JERNAZIAN PSYCHOTHERAPY, A PSYCHOLOGICAL CORPORATION PROVIDE COUNSELING & MENTAL HEALTH SUPPORT SERVICES - EQUITY, ACCESS & FAMILY ENGAGEMENT	60,000.00
PO1-240000000962	AMERICAN EXPRESS CPS AVENTI LLC - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	380.00
PO1-240000001016	RENAISSANCE LEARNING INC	910.00
PO1-240000001022	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR MEDIA SUPPLIES - WILSON MIDDLE SCHOOL	3,500.00
PO1-240000001057	JEAN ADAMS INSTRUCTIONAL SOFTWARE LICENSE - CLARK MAGNET HIGH SCHOOL	1,350.00
PO1-240000001070	SCHOLASTIC INC	533.56
PO1-240000001073	COPY NETWORK BLANKET PO FOR PRINTING SERVICES - CLARK MAGNET HIGH SCHOOL	3,500.00
PO1-240000001075	LAKESHORE LEARNING BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - SPECIAL EDUCATION	2,000.00
PO1-240000001080	AMERICAN EXPRESS CPS UC HIGH SCHOOL COUNSELOR CONFERENCE - CONFERENCE EXPENSES - HOOVER HIGH SCHOOL	380.00
PO1-240000001084	PRINT ON ALL	248.06
PO1-240000001101	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE -KEPPEL ELEMENTARY SCHOOL	9,780.00
PO1-240000001102	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - WILSON MIDDLE SCHOOL	2,580.00
PO3W-240000000261	AMAZON CAPITAL SERVICES, INC.	490.28
PO3W-240000000266	CAROLINA BIOLOGICAL SUPPLY CO.	220.83
PO3W-240000000267	LACOE	743.10
PO3W-240000000268	DOUGLAS PENNEKAMP INSTRUCTIONAL MATERIALS - GLENDALE HIGH SCHOOL	1,781.64

FEDERAL RESTRICTED RESOURCES (CONTINUATION)		
PO NUMBER	VENDOR	AMOUNT
PO3W-240000000272	TIME FOR KIDS	654.89
PO3W-240000000315	AMAZON CAPITAL SERVICES, INC. BOOKS - GLENDALE HIGH SCHOOL	1,012.92
PO3W-240000000326	APPERSON, INC INSTRUCTIONAL MATERIALS & SUPPLIES - CLARK MAGNET HIGH SCHOOL	1,557.45
PO3W-240000000334	SOUTHWEST SCHOOL & OFFICE SUPPLY	270.32
	TOTAL	133,807.67
STATE RESTRICTED RESOURCES		
PO1-240000000225	BLAST INTERMEDIATE UNIT 17 BLANKET PURCHASE ORDER FOR TRANSCRIBING BRAILLE - FOOTHILL SELPA	9,000.00
PO1-240000000280	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - ADMIN PROGRAM	2,000.00
PO1-240000000386	TOOLS FOR SCHOOLS INSTRUCTIONAL SOFTWARE LICENSE - SECONDARY SERVICES	12,000.00
PO1-240000000562	E3 DIAGNOSTICS BLANKET PURCHASE ORDER FOR FOR REPAIR SERVICES - FOOTHILL SELPA	4,500.00
PO1-240000000668	AVID TECHNOLOGY INC. AVID LICENSE RENEWAL - CLARK MAGNET HIGH SCHOOL	11,250.00
PO1-240000000738	GOODHEART-WILLCOX CO., INC. BROADCASTING EBOOKS - CRESCENTA VALLEY HIGH SCHOOL	2,529.60
PO1-240000000739	CAREERS THROUGH CULINARY ARTS PROGRAM, INC PARTICIPATION TO LA CAREERS THROUGH CULINARY ARTS PROGRAM - ROOSEVELT MIDDLE SCHOOL	1,650.00
PO1-240000000740	GOODHEART-WILLCOX CO., INC. TEXTBOOKS - ROOSEVELT MIDDLE SCHOOL	4,367.20
PO1-240000000749	BERKSHIRE PRODUCTION SUPPLY, LLC	130.71
PO1-240000000762	CODEHS, INC. PRO TEACHER LICENSE FOR HIGH AND MIDDLE SCHOOLS - SECONDARY SERVICES	7,920.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000767	COAST 2 COAST COACHING, INC. TEACHER RELEASE SUPPORT PROGRAM - COLUMBUS ELEMENTARY SCHOOL	2,850.00
PO1-240000000773	UC REGENTS SERVICE AGREEMENT FOR PROFESSIONAL SERVICES - SECONDARY SERVICES	29,430.00
PO1-240000000774	THE GENESIS GROUP INC. 2023-2024 SERVICE AGREEMENT - SPECIAL EDUCATION	120,000.00
PO1-240000000775	SPEECH AND LANGUAGE PATHOLOGY ASSOCIATES, INC. PROVIDE PSYCHOLOGICAL SERVICES, SPEECH, OCCUPATIONAL & PHYSICAL THERAPY TO SPECIAL EDUCATION STUDENTS, BOE 7/11/2023 - SPECIAL EDUCATION	1,600,000.00
PO1-240000000782	LAW OFFICES OF HENRY TOVMASSIAN PROFESSIONAL SERVICES - SPECIAL EDUCATION	19,000.00
PO1-240000000786	FACING HISTORY AND OURSELVES, INC. PROVIDE PROFESSIONAL DEVELOPMENT, BOE 6/6/2023 - SECONDARY SERVICES	169,000.00
PO1-240000000818	AMERICAN EXPRESS CPS SIGGRAPH FOR REGISTRATION - SUBSCRIPTION - CLARK MAGNET HIGH SCHOOL	198.00
PO1-240000000832	AMERICAN EXPRESS CPS RCSREG.COM - CONFERENCE EXPENSES - CLARK MAGNET HIGH SCHOOL	325.00
PO1-240000000851	SCHOOL SERVICES OF CALIFORNIA	275.00
PO1-240000000855	SAVVAS LEARNING COMPANY LLC INSTRUCTIONAL ONLINE LICENSE - EDUCATIONAL SERVICES	278,634.00
PO1-240000000865	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - SECONDARY SERVICES	10,000.00
PO1-240000000881	NO TEARS LEARNING, INC.	148.75
PO1-240000000885	CENTER FOR SOCIAL DYNAMICS, LLC SERVICE AGREEMENT TO PROVIDE BEHAVIOR SERVICE SUPPORT TO MEET THE IDENTIFIED NEEDS OF STUDENTS - SPECIAL EDUCATION	350,000.00
PO1-240000000918	BLUEJACK KIDS INSTRUCTIONAL LICENSE - SPECIAL EDUCATION	3,168.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000926	LA COUNTY MTA BLANKET PURCHASE ORDER FOR FACTS PROGRAM'S TAP CARDS - SPECIAL EDUCATION	10,000.00
PO1-240000000932	MAXIM HEALTHCARE SERVICES HOLDINGS, INC. SERVICE AGREEMENT TO PROVIDE BEHAVIOR SERVICE SUPPORT TO MEET THE IDENTIFIED NEEDS OF STUDENTS - SPECIAL EDUCATION	550,000.00
PO1-240000000933	HOLDING HANDS, INC. SERVICE AGREEMENT TO PROVIDE BEHAVIOR SERVICE SUPPORT TO MEET THE IDENTIFIED NEEDS OF STUDENTS - SPECIAL EDUCATION	457,000.00
PO1-240000000952	COALITION FOR ADEQUATE FUNDING FOR SPECIAL EDUCATION MEMBERSHIP FEE - FOOTHILL SELPA	1,500.00
PO1-240000000958	ARUS TOROUSSIA AND ARMEN SHIRVANYAN PARENT REIMBURSEMENT - SPECIAL EDUCATION	9,200.00
PO1-240000000959	THE SPEECH PATHOLOGY GROUP, INC. PROVIDE SPEECH, ASSESSMENT & IEP SERVICES, BOE 7/11/2023 - SPECIAL EDUCATION	300,000.00
PO1-240000000961	MADISON HEALTH CARE PROVIDE MEDICAL SUPPORT SERVICES, BOE 7/11/2023 - SPECIAL EDUCATION	65,000.00
PO1-240000000973	GOODHEART-WILLCOX CO., INC. TEXTBOOKS - TOLL MIDDLE SCHOOL	4,368.00
PO1-240000000978	XELLO	710.00
PO1-240000000986	CORWIN PRESS	349.00
PO1-240000000991	COMPREHENSIVE THERAPY ASSOCIATES, INC PROVIDE SPEECH, FUNCTIONAL BEHAVIOR ASSESSMENTS, BOE 7/11/2023 - SPECIAL EDUCATION	800,000.00
PO1-240000001000	TRANSCRIBING MARINERS BLANKET PURCHASE ORDER FOR TRANSCRIBING BRAILLE - FOOTHILL SELPA	24,000.00
PO1-240000001001	SONOVA USA INC BLANKET PURCHASE ORDER FOR REPAIRS - FOOTHILL SELPA	1,000.00
PO1-240000001006	HOLLAR SPEECH AND LANGUAGE SERVICES PROVIDE SPEECH LANGUAGE ASSESSMENTS AND IEP SERVICES, BOE 7/11/2023 - SPECIAL EDUCATION	30,000.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000001008	BRAINTRUST TUTORS INC. PROVIDE TUTORING SERVICES FOR SPECIAL EDUCATION STUDENTS, BOE 7/11/2023 - SPECIAL EDUCATION	45,000.00
PO1-240000001011	KRISTI AND PAOLO TOIA PARENT REIMBURSEMENT - SPECIAL EDUCATION	6,000.00
PO1-240000001013	AMAZON CAPITAL SERVICES, INC.	200.00
PO1-240000001014	MARK AND ANNIE CAROLIN PARENT REIMBURSEMENT - SPECIAL EDUCATION	21,328.00
PO1-240000001018	EDUCATION SPECTRUM INC PROVIDE FUNCTIONAL BEHAVIOR ASSESSMENTS, SUPPORT PLANS, BOE 7/11/2023 - SPECIAL EDUCATION	80,000.00
PO1-240000001019	LACOE PROFESSIONAL DEVELOPMENT PROVIDED BY LACOE FOR K-4 MATH - SECONDARY SERVICES	7,800.00
PO1-240000001023	DICK BLICK ART MATERIALS BLANKET PURCHASE ORDER FOR INSTRUCTIONAL ART SUPPLIES - HOOVER HIGH SCHOOL	6,000.00
PO1-240000001025	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER INSTRUCTIONAL SUPPLIES DIGITAL ART - GLENDALE HIGH SCHOOL	10,500.00
PO1-240000001026	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	900.00
PO1-240000001027	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CLARK MAGNET HIGH SCHOOL	3,500.00
PO1-240000001029	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - TOLL MIDDLE SCHOOL	4,200.00
PO1-240000001030	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL BOOKS - CLARK MAGNET HIGH SCHOOL	2,500.00
PO1-240000001031	AMAZON CAPITAL SERVICES, INC.	600.00
PO1-240000001034	NEST SPEECH & LANGUAGE THERAPY, APC PROVIDE SPEECH, ASSESSMENTS & IEP SERVICES TO SPECIAL EDUCATION STUDENTS, 7/11/2023 - SPECIAL EDUCATION	100,000.00
PO1-240000001036	BEATRICE BRAUN PROVIDE COMPREHENSIVE AUDITORY PROCESSING EVALUATION - SPECIAL EDUCATION	14,900.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000001037	SIGN UP INTERPRETING SERVICES, LLC PROVIDE SIGN LANGUAGE INTERPRETING & CART SERVICES, BOE 7/11/2023 - SPECIAL EDUCATION	75,000.00
PO1-240000001038	NESSA EUGENE PROVIDE SPEECH AND LANGUAGE SERVICES, BOE 7/11/2023 - SPECIAL EDUCATION	130,000.00
PO1-240000001046	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - DAILY HIGH SCHOOL	3,000.00
PO1-240000001060	WELLNESS TOGETHER CONFERENCE EXPENSES - CRESCENTA VALLEY HIGH SCHOOL	2,831.32
PO1-240000001062	SELPA ADMINISTRATORS OF CALIFORNIA SELPA ADMINISTRATION DUES 2023-2024 - FOOTHILL SELPA	1,660.00
PO1-240000001066	SANTA CLARA COUNTY OFFICE OF EDUCATION SCHOOL HEALTH DEMONSTRATION PROJECT, BOE 2/7/2023 - EDUCATIONAL SERVICES	50,000.00
PO1-240000001077	DISCOUNT SCHOOL SUPPLY BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - SPECIAL EDUCATION	1,000.00
PO1-240000001091	M2M GLENDALE, INC. STEM BASED PROGRAM AT EDISON ELEMENTARY SCHOOL - BUSINESS SERVICES	9,017.00
PO1-240000001096	SAN JOAQUIN COUNTY OFFICE OF EDUCATION CONFERENCE EXPENSES - FOOTHILL SELPA	3,250.00
PO1-240000001097	WELLNESS TOGETHER	492.58
PO1-240000001111	WELLNESS TOGETHER	495.58
PO3W-240000000248	LEARNING WITHOUT TEARS	181.94
PO3W-240000000280	AMAZON CAPITAL SERVICES, INC.	44.08
PO3W-240000000290	GARNER HOLT EDUCATION THROUGH IMAGINATION, LLC ANIMATRONICS EQUIPMENT & SUPPLIES - ROOSEVELT MIDDLE SCHOOL	42,618.38
PO3W-240000000317	THE HOME DEPOT PRO (SUPPLYWORKS) OFFICE FURNITURE - TEACHING AND LEARNING	1,197.47
PO3W-240000000322	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - HOOVER HIGH SCHOOL	1,594.99

STATE RESTRICTED RESOURCES (CONTINUATION)		AMOUNT
PO NUMBER	VENDOR	
PO3W-240000000323	SCHOOL SPECIALTY LLC	948.15
PO3W-240000000325	AMAZON CAPITAL SERVICES, INC.	149.90
PO3W-240000000327	AMAZON CAPITAL SERVICES, INC.	35.02
TOTAL		5,518,447.67
LOCAL RESTRICTED RESOURCES		
PO1-240000000741	FLYERS ENERGY, LLC BLANKET PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL - FACILITY & SUPPORT OPERATIONS	150,000.00
PO1-240000000758	WELLNESS TOGETHER	492.58
PO1-240000000759	GENUINE PARTS COMPANY	97.31
PO1-240000000760	ANIXTER INC. MAINTENANCE AND REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,486.58
PO1-240000000763	ADEMCO INC. A WHOLLY OWNED SUBSIDIARY OF RESIDEO TECHNOLOGY REPAIR AND MAINTENANCE SUPPLIES -FACILITY & SUPPORT OPERATIONS	1,251.33
PO1-240000000776	VERIZON WIRELESS BLANKET PURCHASE ORDER FOR FOR PHONE SERVICES - FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000777	ANIXTER INC. BLANKET PURCHASE ORDER FOR REPAIR SUPPLIES, TOOLS TO USED DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	25,000.00
PO1-240000000778	ADEMCO INC. A WHOLLY OWNED SUBSIDIARY OF RESIDEO TECHNOLOGY BLANKET PURCHASE ORDER FOR MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	4,500.00
PO1-240000000779	AAA ELECTRIC MOTOR SALES BLANKET PURCHASE ORDER FOR ELECTRIC MOTORS & SERVICES -FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000780	SUNBELT RENTALS, INC BLANKET PURCHASE ORDER FOR PROPANE REFILL & EQUIPMENT RENTAL - FACILITY & SUPPORT OPERATIONS	19,000.00
PO1-240000000783	THE HOME DEPOT PRO (SUPPLYWORKS) BLANKET PURCHASE ORDER FOR REPAIR MATERIALS AND SUPPLIES - FACILITY & SUPPORT OPERATIONS	50,000.00
PO1-240000000784	ALL-PHASE ELECTRIC SUPPLY CO BLANKET PURCHASE ORDER FOR REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	8,000.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000785	AMERICAN REFRIGERATION SUPPLIES BLANKET PURCHASE ORDER FOR REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,000.00
PO1-240000000787	AUTOZONE, STORE #5381 BLANKET PURCHASE ORDER FOR MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	35,000.00
PO1-240000000789	BUILDERS FENCE CO INC BLANKET PURCHASE ORDER FOR FENCE BUILDING MATERIALS - FACILITY & SUPPORT OPERATIONS	3,000.00
PO1-240000000791	CALIFORNIA SMOG & TEST ONLY BLANKET PURCHASE ORDER FOR SMOG TEST - FACILITY & SUPPORT OPERATIONS	1,000.00
PO1-240000000792	AIRGAS USA, LLC BLANKET PURCHASE ORDER FOR MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,000.00
PO1-240000000793	CART MART INC BLANKET PURCHASE ORDER FOR EQUIPMENT REPAIR AND MAINTENANCE - FACILITY & SUPPORT OPERATIONS	4,000.00
PO1-240000000794	CERTIFIED WHOLESALE ELECTRIC BLANKET PURCHASE ORDER FOR REPAIR MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	60,000.00
PO1-240000000797	GRAINGER BLANKET PURCHASE ORDER FOR REPAIR SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	25,000.00
PO1-240000000798	HYDRAULIC INDUSTRIAL PLUMBING BLANKET PURCHASE ORDER FOR PLUMBING SUPPLIES - FACILITY & SUPPORT OPERATIONS	85,000.00
PO1-240000000799	INDUSTRIAL METAL SUPPLY CO. BLANKET PO FOR REPAIR MATERIALS AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,000.00
PO1-240000000800	INTERMOUNTAIN LOCK & SECURITY SUPPLY BLANKET PO FOR KEY AND LOCK SUPPLIES - FACILITY & SUPPORT OPERATIONS	108,000.00
PO1-240000000810	JOHNSTONE SUPPLY BLANKET PO FOR HVAC SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	5,000.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000813	GENUINE PARTS COMPANY BLANKET PURCHASE ORDER FOR AUTO PARTS & SUPPLIES - FACILITY & SUPPORT OPERATIONS	6,000.00
PO1-240000000814	LOWE'S BLANKET PURCHASE ORDER FOR REPAIR MAINTENANCE SUPPLIES & MATERIALS -FACILITY & SUPPORT OPERATIONS	5,000.00
PO1-240000000821	MCMASTER BLANKET PURCHASE ORDER FOR REPAIR MAINTENANCE SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	13,000.00
PO1-240000000822	MONTGOMERY HARDWARE COMPANY BLANKET PURCHASE ORDER FOR REPAIR MAINTENANCE SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	55,000.00
PO1-240000000828	RENAISSANCE LEARNING INC ONLINE SOFTWARE - MOUNTAIN AVENUE ELEMENTARY SCHOOL	5,370.00
PO1-240000000831	WORLD BOOK INC.	580.65
PO1-240000000838	THE HOME DEPOT PRO (SUPPLYWORKS)	23.45
PO1-240000000840	PROFESSIONAL TURF SPECIALTIES INC REPAIR OUTFIELD, INFIELD AND SOD SERVICES AT STENDEL FIELD - FACILITY & SUPPORT OPERATIONS	11,525.00
PO1-240000000842	KDDI AMERICA, INC COMMUNICATION EQUIPMENT - FACILITY & SUPPORT OPERATIONS	4,110.15
PO1-240000000846	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - FACILITY & SUPPORT OPERATIONS	6,000.00
PO1-240000000848	PLUMBING AND INDUSTRIAL SUPPLY BLANKET PURCHASE ORDER FOR PLUMBING SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	50,000.00
PO1-240000000849	REFRIGERATION SUPPLIES DISTRIBUTOR BLANKET PURCHASE ORDER FOR REFRIGERATION REPAIR SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	50,000.00
PO1-240000000850	SCOTTY'S INDUSTRIAL PRODUCTS BLANKET PURCHASE ORDER FOR HAND TOOLS - FACILITY & SUPPORT OPERATIONS	7,000.00
PO1-240000000852	APPLE VALLEY COMMUNICATIONS ELECTRONIC PARTS FOR DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	5,191.75

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000854	UNITED REFRIGERATION, INC. BLANKET PURCHASE ORDER FOR REPAIR & MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	60,000.00
PO1-240000000857	BUCHANAN GLASS BLANKET PURCHASE ORDER FOR DISTRICT GLASS REPLACEMENT NEEDS - FACILITY & SUPPORT OPERATIONS	24,900.00
PO1-240000000864	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO1-240000000871	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CERRITOS ELEMENTARY SCHOOL	1,000.00
PO1-240000000882	CITY OF GLENDALE INTEREST & PRINCIPAL LOAMN RELATED TO ARTIFICIAL TURF PROJECT AT GLENDALE HIGH SCHOOL - BUSINESS SERVICES	20,313.82
PO1-240000000888	DUSTIN KRUGER TRAINING & CERTIFICATES EXPNESES FOR PLUMBERS - FACILITY & SUPPORT OPERATIONS	3,000.00
PO1-240000000889	VISTA PAINT CORPORTION BLANKET PURCHASE ORDER FOR PAINT SUPPLIES AND TOOLS - FACILITY & SUPPORT OPERATIONS	20,000.00
PO1-240000000890	WRIGHT'S SUPPLY INC BLANKET PURCHASE ORDER FOR ELECTRICAL SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000892	U.S. AIR CONDITIONING BLANKET PO FOR HVAC SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	10,000.00
PO1-240000000894	TOTALENERGIES RENEWABLES USA, LLC BLANKET PURCHASE ORDER FOR SOLAR PANEL MAINTENANCE SERVICES - FACILITY & SUPPORT OPERATIONS	95,000.00
PO1-240000000895	SOUTHLAND DISPOSAL BLANKET PURCHASE ORDER FOR WASTE DISPOSAL SERVICES, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	372,000.00
PO1-240000000896	SIGNATURE FLOORING, INC FLOOR REPAIR SERVICES AT TOLL MIDDLE SCHOOL KITCHEN - FACILITY & SUPPORT OPERATIONS	3,654.38

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000898	WIL-POWER BATTERY DISTRIBUTORS BLANKET PURCHASE ORDER FOR SUPPLIES - FACILITY & SUPPORT OPERATIONS	6,000.00
PO1-240000000899	GARCIA'S FENCE CORP. REMOVE AND REPLACE DAMAGED RAILINGS AT MOUNTAIN AVENUE ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	2,900.00
PO1-240000000900	NJP SPORTS INC COVER FENCING ALONG SOFTBALL FIELD AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	5,385.66
PO1-240000000901	NJP SPORTS INC INSTALL FENCE SCREENS ABOVE WALL AT LINCOLN ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	2,498.00
PO1-240000000903	GOLDAK INC	450.00
PO1-240000000909	PAR INC BLANKET PURCHASE ORDER FOR DEVELOPMENTAL & TEACHING AID MATERIALS - SPECIAL EDUCATION	10,000.00
PO1-240000000910	PRO-ED BLANKET PURCHASE ORDER FOR DEVELOPMENTAL & TEACHING AID MATERIALS - SPECIAL EDUCATION	10,000.00
PO1-240000000911	WESTERN PSYCHOLOGICAL SERVICES BLANKET PURCHASE ORDER FOR DEVELOPMENTAL & TEACHING AID MATERIALS - SPECIAL EDUCATION	10,000.00
PO1-240000000912	NCS PEARSON INC. BLANKET PURCHASE ORDER FOR DEVELOPMENTAL & TEACHING AID MATERIALS - SPECIAL EDUCATION	20,000.00
PO1-240000000917	KICK ASSOCIATES	205.07
PO1-240000000925	AA1 GRAPHICS & SIGNS BLANKET PURCHASE ORDER FOR SIGNAGE & ACCESSORIES, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	6,000.00
PO1-240000000930	TOTAL ACCESS ELEVATOR CORP REPAIR ELEVATOR SERVICES, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	20,000.00
PO1-240000000936	PERFECTION PAINTING CORP SERVICE AGREEMENT TO PAINT CINEMA ROOM WALLS AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	4,900.00
PO1-240000000943	CROSBY PLUMBING BLANKET PURCHASE ORDER FOR DISTRICT PLUMBING SERVICE -FACILITY & SUPPORT OPERATIONS	24,900.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000000944	GARCIA'S FENCE CORP. BLANKET PURCHASE ORDER FOR FENCE REPAIRS AS NEEDED DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	24,900.00
PO1-240000000951	CHEROKEE CHEMICAL CO. INC BLANKET PURCHASE ORDER FOR MONTHLY FULL SERVICE BOILER WATER TREATMENT AT GLENDALE & HOOVER HIGH SCHOOLS - FACILITY & SUPPORT OPERATIONS	11,000.00
PO1-240000000953	IXL ONLINE SOFTWARE RENEWAL - MOUNTAIN AVENUE ELEMENTARY SCHOOL	6,325.00
PO1-240000000955	GMS ELEVATOR SERVICES, INC ELEVATOR MAINTENACE SERVICE, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	5,667.00
PO1-240000000963	LUCIA ACITELLI PROVIDE MUSIC LESSONS TO STUDENTS, BOARD APPROVED 7/11/2023 - KEPPEL ELEMENTARY SCHOOL	20,600.00
PO1-240000000968	AMERICAN EXPRESS CPS AMAZON. COM- HARBOR FREIGHT SUMMER PROGRAM GIFT CARDS - SECONDARY SERVICES	19,250.00
PO1-240000000971	SOUTHLAND DISPOSAL BLANKET PURCHASE ORDER FOR HAULING FEE - FACILITY & SUPPORT OPERATIONS	21,000.00
PO1-240000000972	INTERMOUNTAIN LOCK & SECURITY SUPPLY REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	4,861.75
PO1-240000000984	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - ROSEMONT MIDDLE SCHOOL	7,500.00
PO1-240000000990	TREMCO CPG INC MATNTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	4,746.40
PO1-240000000996	ARAKELIAN ENTERPRISES DBA ATHENS SERVICES	830.22
PO1-240000000997	SOUTHLAND DISPOSAL WASTE DISPOSAL SERVICES - FACILITY & SUPPORT OPERATIONS	1,256.60
PO1-240000001005	CHARISE L. IVY PROVIDE SPEECH, OT, PT AND MENTAL HEALTH SERVICES TO SPECIAL EDUCATION STUDENTS, BOARD APPROVED 7/11/2023 - SPECIAL EDUCATION	30,000.00

PROCESS DATE
9/5/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 24

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-240000001017	SAN JOAQUIN COUNTY OFFICE OF EDUCATION MAINTENANCE OF SPECIAL EDUCATION INFORMATION SYSTEM INTEGRATION COMPONENTS - SPECIAL EDUCATION	4,690.50
PO1-240000001033	WESTERN PSYCHOLOGICAL SERVICES	222.00
PO1-240000001039	TAYLOR MILLER CONSULTANT TO PRODUCE A SERIES OF HEALTHY RECIPE DEMONSTRATION VIDEOS FOR CALFRESH HEALTHY LIVING PROGRAM GRANT, BOARD APPROVED 8/8/2023 - FOOD SERVICES	20,000.00
PO1-240000001040	LAUREN JORDAN PROVIDE GRAPHIC DESIGN & COMMUNICATIONS SUPPORT TO THE CALFRESH HEALTHY LIVING PROGRAM, BOARD APPROVED 8/8/2023 - FOOD SERVICES	8,000.00
PO1-240000001041	ILHAM BAZOOM PROVIDE SUPPORT FOR THE CALFRESH HEALTHY LIVING PROGRAM, BOARD APPROVED 8/8/2023 - FOOD SERVICES	6,000.00
PO1-240000001042	YURIKO ETUE PROVIDE WORKSHOP WITH STUDENTS TO GENERATE & CREATE A CAFETERIA MURAL AT CERRITOS ELEMENTARY SCHOOL, BOARD APPROVED 8/8/2023 - FOOD SERVICES	17,774.00
PO1-240000001044	AMAZON CAPITAL SERVICES, INC.	300.00
PO1-240000001054	SOUTHWEST MOBILE STORAGE, INC. MOVING & STORAGE SERVICES AT VARIOUS SITES -PLANNING, DEVELOPMENT & FACILITIES	6,883.72
PO1-240000001055	SOUTHWEST MOBILE STORAGE, INC. CONTAINER LEASING AT VARIOUS SITES - PLANNING, DEVELOPMENT & FACILITIES	6,861.57
PO1-240000001056	AV PARTY RENTALS, INC TABLES & CHAIRS RENTAL FOR COLLEGE FAIR - SECONDARY SERVICES	3,705.30
PO1-240000001059	CLARK CO. FLOORING PROJECT AT PACIFIC AVENUE EDUCATION CENTER - PLANNING, DEVELOPMENT & FACILITIES	22,162.00
PO1-240000001061	SOFTCHOICE CORPORATION MICROSOFT SOFTWARE LICENSING RENEWAL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	106,702.89
PO1-240000001074	FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY 2023-2024 FIRST LEGO LEAGUE CHALLENGE TEAM REGISTRATION - ROOSEVELT MIDDLE SCHOOL	1,153.53

LOCAL RESTRICTED RESOURCES (CONTINUATION)		
PO NUMBER	VENDOR	AMOUNT
PO1-240000001078	THE PROMOTIONS DEPT	757.07
PO1-240000001086	SMARDAN HATCHER CO.	130.57
PO1-240000001088	TURF STAR, INC.	59.86
PO1-240000001089	GMS ELEVATOR SERVICES, INC ELEVATOR MAINTENANCE SERVICE, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	5,667.00
PO1-240000001095	GMS ELEVATOR SERVICES, INC ELEVATOR MAINTENANCE SERVICE, DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	5,667.00
PO1-240000001098	TENNANT SALES AND SERVICE	54.41
PO1-240000001100	APPLE VALLEY COMMUNICATIONS REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,191.75
PO1-240000001104	THE HOME DEPOT PRO (SUPPLYWORKS) SHED FOR JEFFERSON ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,840.80
PO3W-240000000259	MYBINDING, LLC	354.44
PO3W-240000000263	AMAZON CAPITAL SERVICES, INC.	362.72
PO3W-240000000265	THE HOME DEPOT PRO (SUPPLYWORKS)	704.60
PO3W-240000000282	SCHOOL SPECIALTY FREY SCIENTIFIC EQUIPMENT FOR EVENT - FOOD SERVICES	1,501.72
PO3W-240000000284	BSN SPORTS	471.14
PO3W-240000000287	AMAZON CAPITAL SERVICES, INC.	158.28
PO3W-240000000289	AMAZON CAPITAL SERVICES, INC.	305.61
PO3W-240000000292	FISHER SCIENTIFIC	253.57
PO3W-240000000302	BUSINESS MACHINE SECURITY	237.99
PO3W-240000000308	NCS PEARSON INC. INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	5,334.35
PO3W-240000000310	WESTERN PSYCHOLOGICAL SERVICES	460.85
PO3W-240000000319	AMAZON CAPITAL SERVICES, INC.	395.86
PO3W-240000000330	AMAZON CAPITAL SERVICES, INC.	661.43

	TOTAL	1,983,699.23
CHILD DEVELOPMENT FUND		
PO1-240000000771	FIRST STUDENT TRANSPORTATION SERVICES FOR FIELD TRIPS - CHILD DEVELOPMENT & CHILD CARE	6,288.94
PO3W-240000000169	AMAZON CAPITAL SERVICES, INC.	806.66
PO3W-240000000271	THE HOME DEPOT PRO (SUPPLYWORKS)	637.25

	TOTAL	7,732.85

PROCESS DATE
9/5/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 26

PO NUMBER	FOOD SERVICES FUND VENDOR	AMOUNT
PO1-24000000748	HOBART CORPORATION REPAIR SERVICES - FOOD SERVICES	2,099.00
PO1-24000000757	FOOD SAFETY SYSTEMS TRAINING AND CERTIFICATES - FOOD SERVICES	2,600.00
PO1-24000000837	SAN MATEO-FOSTER CITY SCHOOL DISTRICT SUPER COOP ANNUAL MEMBERSHIP 2023-2024 - FOOD SERVICES	2,217.62
PO1-24000000877	AMERICAN WEST RESTAURANT GROUP HOLDINGS BLANKET PURCHASE ORDER FOR FOOD PRODUCTS - FOOD SERVICES	475,000.00
PO1-24000000919	TIMOTHY L BEHM INC BLANKET PURCHASE ORDER FOR FOOD PRODUCTS - FOOD SERVICES	96,000.00
PO1-24000000937	ARROW RESTAURANT EQUIPMENT EQUIPMENT REMOVAL AND DISPOSAL - FOOD SERVICES	3,979.00
PO1-240000001082	TEK TIME SYSTEMS, INC	104.74
PO1-240000001083	JB WHOLESALE ROOFING & BUILDING SUPPLY	163.12
PO1-240000001087	DIRECT MAIL SOURCE INC	937.12
PO3W-240000000214	ARROW RESTAURANT EQUIPMENT CAFETERIA EQUIPMENT - FOOD SERVICES	14,746.20
PO3W-240000000283	AMAZON CAPITAL SERVICES, INC.	330.74
PO3W-240000000335	ARROW RESTAURANT EQUIPMENT UTILITY CARTS - FOOD SERVICES	11,583.97
		TOTAL 609,761.51
	MEASURE S PROJECTS FUND	
PO1-230000003670	MSI MOVER SERVICES, INC. MOVING SERVICES - CLARK MAGNET HIGH SCHOOL	14,598.98
PO1-230000003799	PROFESSIONAL TURF LANDSCAPING AND WEED ABATEMENT AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,300.00
PO1-240000000753	QUALITY FENCE CO INC WROUGHT IRON FENCING PROJECT AT LA CRESCENTA ELEMENTARY SCHOOL, BID #249-23/24 BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	317,500.00

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
PO1-240000000756	HART DESIGN BUILD INC. PROVIDE LABOR AND MATERIALS FOR CLASSROOM KITCHEN AT PACIFIC AVENUE EDUCATION CENTER - PLANNING, DEVELOPMENT & FACILITIES	57,872.00
PO1-240000000807	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT EDISON ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,560.73
PO1-240000000815	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT LA CRESCENTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,009.48
PO1-240000000816	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT DAILY HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	12,794.34
PO1-240000000817	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT FREMONT ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,009.48
PO1-240000000833	BELDERIAN ENTERPRISES, LLC REMOVE HANDRAIL AT PACIFIC AVENUE EDUCATION CENTER - PLANNING, DEVELOPMENT & FACILITIES	14,624.00
PO1-240000000929	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - PLANNING, DEVELOPMENT & FACILITIES	2,000.00
PO1-240000000965	AMS.NET E-RATE 25 WIRELESS ACCESS POINT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	454,616.17
PO1-240000000969	NATIONAL CONSTRUCTION RENTALS FENCING PANELS RENTAL AT GLENOAKS ELEMENTARY SCHOOL- PLANNING, DEVELOPMENT & FACILITIES	2,851.92
PO1-240000000979	AMS.NET COMPUTER EQUIPMENT & ACCESSORIES FOR VARIOUS SCHOOL SITES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	193,169.65
PO1-240000000981	AMS.NET INFRASTRUCTURE UPGRADE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	180,890.83

PROCESS DATE
9/5/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 28

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
PO1-240000000983	AMS.NET SWITCHING AND ROUTING CORE SWITCHING FOR SCHOOL SITES - EDUCATIONAL TECHNOLOGY & INFORMATION	247,491.30
PO1-240000000992	AMS.NET SERVICES PROVIDED - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	2,500.00

	TOTAL	1,545,788.88
	 WORKERS' COMPENSATION FUND	
PO1-240000000976	ALLIANCE OF SCHOOLS FOR 1ST QUARTER INSTALLMENT, 2023-24 WOKERS' COMPENSATIONS PREMIUM - FINANCIAL SERVICES	855,322.00

		855,322.00

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD ENDING AUGUST 25, 2023
CONSENT CALENDAR NO. 5 , SEPTEMBER 12, 2023**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
7/3/2023	PO1-220000000708	S TORRES GROUP	SUPPLEMENT PO	\$168,480.00	\$43,200.00	\$211,680.00
7/26/2023	PO1-240000000502	EMPLOYBRIDGE HOLDING COMPANY	INCREASED PO AMOUNT TO PAY FOR OUTSTANDING INVOICES	\$2,100.00	\$3,000.00	\$5,100.00
8/2/2023	PO1-230000003670	MOVER SERVICES INC	SUPPLEMENT PO	\$10,031.00	\$4,567.98	\$14,598.98
8/8/2023	PO1 24-0000000386	TOOLS FOR SCHOOLS	REDUCE TO 12 MONTH SERVICE	\$22,000.00	(\$10,000.00)	\$12,000.00
8/10/2023	PO1 23-0000003504	MSI MOVER SERVICES	SUPPLEMENT PO	\$15,000.00	\$3,130.00	\$18,130.00
8/10/2023	PO3W 24-0000000251	CENGAGE LEARNING	SUPPLEMENT PO	\$7,359.30	\$166.15	\$7,525.45
8/17/2023	PO1 24-0000000225	PATTAN AIM CENTER	INCREASED PO AMOUNT TO PURCHASE BRAILLE BOOKS.	\$3,000.00	\$6,000.00	\$9,000.00

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 6

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
PREPARED BY: Craig Larimer, Financial Analyst
SUBJECT: **Appropriation Transfer and Budget Revision Report**

The Interim Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted and Restricted.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT
 September 12, 2023
 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	\$0
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$0

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$57	\$0
3000 Employee Benefits	\$7	\$0
4000 Instructional Supplies	(\$64)	\$0
5000 Contract Services	\$0	\$0
6000 Capital Outlay	\$0	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$0

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
--	------------	------------

September 12, 2023
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 BUDGET TRANSFER AND ADJUSTMENT 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:
Balboa	General Fund	0	57	7	(64)	0	0	0	0	\$0	Classified Salaries and Benefits
		\$0	\$57	\$7	(\$64)	\$0	\$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:
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

- Object Codes
- 1000 Certificated Salaries
 - 2000 Classified Salaries
 - 3000 Employee Benefits
 - 4000 Books & Supplies
 - 5000 Services & Other Operating Supplies
 - 6000 Capital Outlay
 - 7000 Other Outgo
 - 9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
 September 12, 2023
 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	\$99,310
8600-8799 Local	\$0	\$88,728
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$188,038

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$1,818
2000 Classified Salaries	\$0	\$351
3000 Employee Benefits	\$0	\$814
4000 Instructional Supplies	\$0	\$115,945
5000 Contract Services	\$0	\$15,466
6000 Capital Outlay	\$0	\$53,644
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$188,038

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
--	------------	------------

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 7

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
SUBJECT: **Authorization to Dispose of Surplus Property**

The Interim Superintendent recommends that the Board of Education declare a reach-in refrigerator at Valley View Elementary School as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

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

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

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

SUBJECT: **Adoption of Sourcewell Cooperative Purchasing Group Piggybackable Contracts for the Purchase of Equipment, Materials, Services, and Supplies**

The Interim Superintendent recommends that the Board of Education approve adoption of the Sourcewell Cooperative Purchasing Group Piggybackable Contracts for the purchase of equipment, materials, services and supplies for the 2023-24 school year.

Pursuant to the provisions set forth in California Public Contract Code (PCC) 20118, the Governing Board may authorize by contract the purchase or lease of equipment, materials, or supplies, without advertising for bids, using a competitive bid awarded by other school districts or any public corporation or agency, (including any county, city, town, or district), provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. This method, known as “piggybacking”, is permitted by law if it is determined to be in the best interest of the District.

The Sourcewell Cooperative Purchasing Group is an administrative agency created in accordance with various state statutes, including California. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state procurement requirements, and to identify qualified vendors of commodities, goods, and services. The Group also relieves the burdens of governmental purchasing by effectively using current technology and realizing economies of scale.

It is recommended that the Governing Board approve the adoption of the Sourcewell piggybackable contracts for the 2023-24 school year. The Sourcewell piggybackable contracts will be utilized for the CVHS field project and will also be available for other projects.

TO SUPPORT 2023-2024 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

September 12, 2023

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance

SUBJECT: **Approval of Funding Redistribution for Safety and Security, Phase II Projects**

The Interim Superintendent recommends that the Board of Education approve a funding redistribution for the Safety and Security, Phase II Projects.

On December 17, 2019, the Board approved a budget allocation of \$8 million for Districtwide Safety and Security Improvements, Phase II to address the District’s most urgent safety and security needs at all school sites. In September 2021, after discussions with the District’s Maintenance staff, it was determined a reallocation would be made based upon cost estimates and updated needs of district sites at that time. A new reallocation is being made once again based on current costs and needs. The following chart outlines the initial and modified funding assignments:

Category	Dec. 17, 2019	Sept. 12, 2023
Security Alarm System and Cameras	\$2,250,000	\$ 675,000
Hard Wired Telephone Systems	\$ 250,000	\$1,000,000
PA Systems	\$1,250,000	\$1,200,000
Fire Life Safety	\$ 650,000	\$ 200,000
Broken and Spalling Concrete	\$1,500,000	\$ 600,000
Emergency Battery Back-Up Systems & Generators	\$ 350,000	\$ 26,730
Fencing and Railing	\$1,750,000	\$2,300,000
Miscellaneous	\$ 0	\$1,758,270
CM/PM Salary & Benefits	\$ 0	\$ 240,000
Total Allocation	\$8,000,000	\$8,000,000

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District’s future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel & Business Operations Officer

PREPARED BY: Jennifer C. Gonzales, Administrator, Nutrition Services & Custodial Operations

SUBJECT: **Adoption of Piggybackable Contracts for Kitchen Equipment, Materials & Supplies**

The Interim Superintendent recommends that the Board of Education approve adoption of piggybackable contracts for the purchase of equipment, materials, and supplies for the 2023-2024 school year.

Pursuant to the provisions set forth in California Public Contract Code (PCC) 20118, the Governing board may authorize by contract the purchase or lease of equipment, materials, or supplies, without advertising for bids using a competitive bid awarded by other school districts or any public corporation or agency. This method, known as “piggybacking,” is permitted by law if it is determined to be in the best interest of the district.

Nutrition Services has determined that, when appropriate, piggyback contracts will save administrative time and expense, provide favorable pricing and will be in the best interest of the district. District staff will ensure that the use of piggybackable contracts are the most viable option when procuring equipment, materials and supplies as needed during the 2023-2024 school year. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to the following:

- Garden Grove USD – RFP/Bid No. 2010 – FFVP Produce (Food Supplies)
- Garden Grove USD – RFP/Bid No. 2207 – Kitchen Equipment

Funding will be provided by Nutrition Services.

TO SUPPORT 2023-2024 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

September 12, 2023

CONSENT CALENDAR NO. 11

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel & Business Operations Officer

PREPARED BY: Jennifer C. Gonzales, Administrator, Nutrition Services & Custodial Operations

SUBJECT: **Acceptance of Armored Transportation Services Agreement with Fortress Armored Services Company for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the armored transportation services agreement with Fortress Armored Services Company for the 2023-2024 school year.

Fortress Armored Services Company provides services for twice weekly pickup and transport of funds to the bank for eight (8) school sites and the Nutrition Services office. The eight school sites include all GUSD high schools and middle schools with the exception of Daily High School. The vendor has performed effectively, providing secure and timely services. Due to inflation and rising fuel charges, there will be an increase to the daily pick up rate from \$25.41 to \$27.21, and a monthly fuel surcharge of \$5.00 per site.

It is recommended that the Board of Education approve the service agreement with Fortress Armored Services Company for the 2023-2024 school year.

Funding for these services is made from the Nutrition Services Department, Fund 13.0.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

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

SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and Fortress Armored Services Company, 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 July 1, 2023 and will diligently perform as required and complete performance by June 30, 2024

2. **Scope of Services**

Provide pickup and transport of funds from 8 school sites and the Nutrition Services office.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Daily Pickup rate from each site at \$27.21, and a monthly fuel surcharge rate for each site at \$6.00, Not to exceed \$17,500.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. Joint Employer

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

8. Contractor's Employee Processing

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Jennifer C. Gonzales

Contractor:

Fortress Armored Services Company
15616 Inglewood Avenue
Lawndale, CA 90260

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

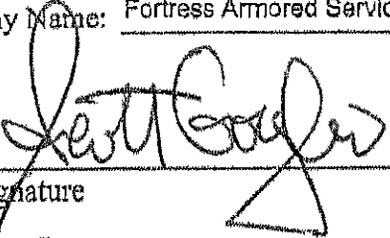
32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Fortress Armored Services Compnay

By: 

Signature

Scott Gaglio
Print Name

Coo
Title

Dated: 08/28, 2023

By: _____
Signature

Title

Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number: _____

Address: 15616 Inglewood Ave
Lawndale CA 90260

Telephone: 310-970-9800

Email: Scott.gaglio@fortressarmored.com

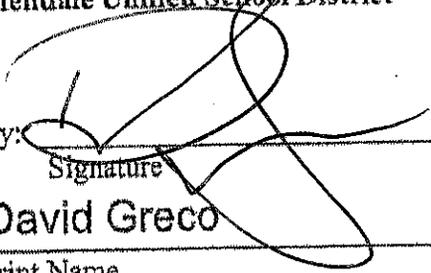
Type of Business Entity:

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

Other: _____

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

Glendale Unified School District

By: 
Signature

David Greco
Print Name

Chief Counsel & Business Operations Officer

Title

Dated: Aug 31, 20 23

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Pickup money bags from the following school sites and the Nutrition Services office and deliver to the bank vault.

Crescenta Valley High School

Clark Magnet High School

Glendale High School

Hoover High School

Roosevelt Middle School

Rosemont Middle School

Toll Middle School

Wilson Middle School

ADDENDUM B

"Cost Proposal"

Daily Pick up rate of \$27.21 from each site, and a monthly fuel surcharge rate of \$5.00 for each of the 8 pick up sites. Not to exceed \$17,500.

EXHIBIT "A"

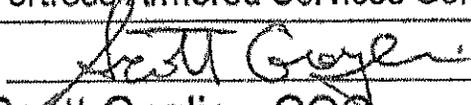
WORKERS' COMPENSATION CERTIFICATION

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: 08/28/23
Name of Contractor: Fortress Armored Services Company
Signature: 
Print Name and Title: Scott Gaglio - COO

(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: 08/28/23

Name of Contractor or Company: Fortress Armored Services Company

Representative's Name and Title: Scott Gaglio - COO

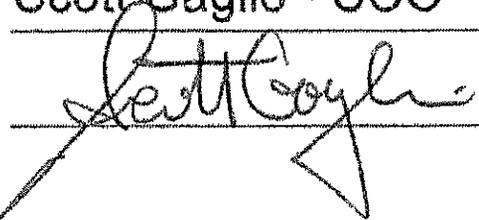
Signature: 

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

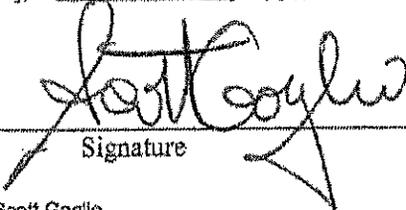
The undersigned declares:

I am the COO of Fortress Armored Services Company, 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 08/28/23 [date], at Lawndale [city], CA [state].



Signature

Scott Gaglio
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 Fortress Armored Services Company ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

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

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

Date: 08/28/23

Name of Contractor: Fortress Armored Services Company

Signature: *Scott Gaglio*

Print Name and Title: Scott Gaglio - COO

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

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

I am a representative of the _____ ("Contractor") 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: _____

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

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

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

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

Dated this 28th day of August, 2023

By 
Authorized Signature for Contractor

SCott Gaglio - COO
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 12

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel & Business Operations Officer

PREPARED BY: Jennifer C. Gonzales, Administrator, Nutrition Services & Custodial Operations

SUBJECT: **Acceptance of the School Breakfast & Summer Meal Programs Start-up & Expansion Grant**

The Interim Superintendent recommends that the Board of Education accept the School Breakfast and Summer Meal Programs Start-up and Expansion Grant award for \$37,500.

Glendale Unified School District’s Nutrition Services Department was recently awarded the School Breakfast & Summer Meal Programs Start-up & Expansion Grant. These funds will allow Nutrition Services to increase participation in the School Breakfast Program and Summer Meals Programs.

The grant funds will provide \$7,500 towards the purchase of each equipment at the following five school sites, and the remaining balance will be paid using the Nutrition Services funds.

Site	Equipment	Unit Cost	Paid by Grant	Paid by Nutrition Services
Cerritos	Double Deck Oven	\$13,149	\$7,500	\$5,649
Columbus	Double Deck Oven	\$13,149	\$7,500	\$5,649
Glendale HS	Double Deck Oven	\$13,149	\$7,500	\$5,649
Jefferson	Reach-in Freezer	\$7,500	\$7,500	N/A
Muir	Roll-in Refrigerator	\$14,999	\$7,500	\$7,499
Total			\$37,500	\$24,446

TO SUPPORT 2023-2024 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

September 12, 2023

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of the Consolidated Application (ConApp) for Federal Programs Under the Consolidated Application and Reporting System (CARS) for 2023-2024**

The Interim Superintendent recommends that the Board of Education approve the Consolidation Application (ConApp) for federal programs under the Consolidated Application and Reporting System (CARS) for 2023-2024.

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute funds from various Federal programs to county offices, school districts, and charter schools throughout California. The ConApp also includes any applicable expenditure reports for existing programs. The system has two data collection reporting periods: Spring and Winter.

Every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs under the Every Student Succeeds Act (ESSA) and provides assurances that the LEA will comply with the legal requirements of each program.

The Spring data collection for the 2023-2024 application must be submitted by August 31, 2023, to indicate the Glendale Unified School District requests participation in Federal programs including: *Title I Part A, Basic Grant (Low-income/Low-achieving Students)*; *Title II, Part A (Teacher and Principal Training and Recruiting)*; *Title III, Part A (English Learners and Immigrant Children and Youth)*; and *Title IV, Part A (Student Support and Academic Enrichment Grants)*. The Winter Release of the application, to be certified by February 28, 2024, contains the LEA's entitlements for each funded program. Program entitlements are determined by formulas contained in the laws that created the programs.

Out of each Federal program entitlement, LEAs allocate funds for direct administration and indirect support costs for programs operated by the LEA and allocates funds to schools

for programs operated at school sites. The application is submitted online through a web-based Consolidated Application Reporting System (CARS). Federal guidelines also allow local non-profit private schools to participate with the public school district in the Federal programs included in the application. School districts verify in the Spring reporting that required consultation with eligible non-profit private schools has taken place. The Spring submission of the Consolidated Application includes an assurance that the LEA has a Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum, approved by the local governing board, to meet ESSA Local Agency Plan requirements.

The Consolidated Application (ConApp) must be submitted online to the California Department of Education (CDE) through the web-based Consolidated Application and Reporting System (CARS) for the District to receive funds from various Federal programs. The District is awaiting notification from CDE on when the application period will open and additional guidelines.

The current program entitlements are estimated by the District at the amounts described below and can be used to implement programs beginning July 1, 2023. These funds are contingent on the final State Budget, as well as program budgets, certifications, assurances, waivers at the District level, and individual school plans.

The ConApp requires the signature of the District Superintendent or a designee to certify that all applicable State and Federal rules and regulations will be met to the best of their knowledge, the information contained in the application is correct and complete, and that the LEA agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in CDE's Federal Program Monitoring (FPM) procedures. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of the assurances are retained on site. The Superintendent certifies and accepts all assurances except for those for which a waiver has been obtained or requested. When applicable, a copy of all waivers or requests are kept on file.

For Title I, at least eighty-five percent of all entitlements or apportionments must be spent for direct services to students. No more than two percent of the Title III-English Learner allocation may be used for administrative cost in addition to the indirect cost for a fiscal year.

Participation of Nonprofit Private School Students

The ESEA Act mandates the elective participation of nonprofit private schools in the following Federal programs: Title I, Part A; Title II, Part A; and Title III, Part A, and Title IV, Part A.

The educational services that are provided must be equitable in comparison to services and other benefits for public school children, teachers, and other educational personnel participating in the program and shall be provided in a timely manner.

The District must hold an annual meeting to present information to all nonprofit private schools regarding their elective participation, including the Federal ESEA regulations and guidelines required by each program. Equitable services for private school students, teachers, and educational personnel must be developed in consultation with the official of the participating private schools. The consultation must be both timely and meaningful. Consultation must occur before GUSD makes any decision (such as ordering materials or hiring staff) that affects the opportunities of the private schools students, teacher or other educational personnel to participate, and must be based on a plan that addresses: how the students' needs will be identified; what services will be offered; how, where and by whom will the services be provided; how the services will be assessed and how the results of the assessments will be used to improve those services; the size and scope of the equitable services to be provided to the eligible private school students, teachers, and other educational personnel and the amount of funds available for those services; and how and when will the District make decisions about the delivery of services, including a thorough consideration and analysis of the views of private schools officials on the provision of contract services through potential third-party providers. GUSD may request documentation, as needed, from private school officials that enables the District to identify students who are eligible under the applicable ESEA program and the appropriate services that meet the needs of those private school students and their teachers. However, the request for documentation should not constitute an administrative barrier that is inconsistent with the District's responsibility to ensure equitable participation of private school students, teachers, and other educational personnel.

Federal Program Descriptions

Title I, Part A: Helping Disadvantaged Children

Title I Part A is a Federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments.

Title I Part A provides supplemental Federal funds that are intended to close the achievement gap for children in schools with the highest concentration of children from low-income families. Schools eligible for Title I funds must conduct a needs assessment and develop a plan that incorporates evidence-based strategies that will support students in meeting the state expectations.

GUSD has ten elementary, three middle, and four high schools that operate as Title I Schoolwide Programs (SWP), integrating programs, strategies, and resources to support schoolwide reform in all areas of instruction and services as determined through the development of their School Plan for Student Achievement (SPSA). Any private schools that elect to participate in Title I, Part A, operate as a Targeted Assistance (TAS) program.

The preliminary Title I program funding for the District will be approximately \$6,656,154.00. Per Federal guidelines, the District will distribute funds according to the poverty level at each school as determined through the district methodology.

An additional requirement of Title I, Part A, program is the 1% reservation of the total allocation to provide comparable services to homeless children and to ensure that each homeless child and youth has equal access to the same free and appropriate public education, including a public preschool education, as provided to all children and youth.

Title II, Part A: Teacher Quality

A Federal program that increases student academic achievement through strategies such as improving teacher and principal quality and effectiveness, increasing the number of teachers and principals who are effective in improving student academic achievement in the classroom and providing low-income and minority students greater access to effective teachers, principals and school leaders.

These Federal funds may be used to provide professional development for teachers and administrators; to reduce class size; to recruit teachers for children with special needs; and to recruit qualified paraprofessionals and teachers from underrepresented populations. The District continues to use these funds to hire teachers to reduce the class size in grades K-3 and grade 9. The District expects to receive approximately \$804,937.00, and all services are overseen and monitored centrally.

Nonprofit private schools that elect to participate in Title II, Part A, are provided with a timely and meaningful consultation. When requested, the District provides services to teachers in private schools that are comparable to those for teachers in the District. The

District maintains the written affirmations signed by officials of each participating private school as evidence that the consultation occurred.

Title III, Part A: Program for English Learner Students

A Federal program to provide supplementary programs and services to English learners (ELs). The purpose of the subgrant is to assist ELs to achieve high levels in academic subjects and achieve academic standards; assist teachers, principals and school leaders in developing and sustaining effective language instruction programs; promoting parental, family and community participation in language instructional programs for families of English learners.

Per CALPADS as of October 5, 2022, the District EL population was 5,252, with an estimated total funding of \$657,288.00. It is estimated that the District will receive approximately \$125.15 per each EL for the 2023-2024 school year.

Title III, Part A: Program for Immigrant Students

A Federal program to provide supplementary programs and services to eligible immigrant students. The purpose of the subgrant is to assist immigrant students to acquire English and achieve grade-level and graduation standards.

LEAs that have a minimum of five eligible immigrant students and experienced a one-half of one percent or more growth in the enrollment of eligible immigrant students in the current year as compared to the average of the eligible immigrant enrollments of two preceding fiscal years are eligible to apply. Immigrant student enrollment for 2022 is taken from the Fall 2021 California Longitudinal Pupil Achievement Data System (CALPADS) data collections.

In 2022-23, the District was eligible for this funding based on CDE's growth requirement. Per CALPADS as of October 5, 2022, the District eligible immigrant student count was 2,055. It is estimated that the District will receive approximately \$120.05 per eligible immigrant student with an estimated total funding of \$246,703.00 for the 2023-2024 school year.

CALPADS Data Collection	Number of Immigrant Students
October 2016	2,023
October 2017	2,193
October 2018	1,859
October 2019	1,698

CALPADS Data Collection	Number of Immigrant Students
October 2020	1,398
October 2021	1,772
October 2022	2,055

Title IV, Part A: Student Support and Academic Enrichment Grants

A Federal program to provide all students access to a well-rounded education; improve school conditions for learning; and improve the use of technology in order to improve the academic achievement and digital literacy of all students.

The California Department of Education estimated funding for the 2023-2024 of \$475,535.00.

School Site Responsibilities

Each school receiving Federal Funds through the Consolidated Application is required to have a comprehensive school plan known as the School Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement and close achievement gaps to ensure all students meet state standards. Supplementary services are provided by these programs to support the district’s core program. Title I funded schools operating Schoolwide programs must address the components described in ESSA, Title I, section 1114, including a comprehensive needs assessment. Based on the school’s comprehensive needs assessment and comprehensive school plan, schools may use funds to provide additional direct instructional support services, supplemental materials and equipment, professional development, and parent/community engagement activities. Title I funded schools must develop, with involvement of parents, a Parent and Family Engagement policy addressing specific requirements including how the school will ensure meaningful involvement of parents and build the capacity of staff and parents to support partnerships to support student achievement. The policy must be distributed to parents of participating students. Each school's School Site Council (SSC) is required to provide input, assist in the plan/budget development and recommend to the Board annually for approval of the planned program activities and budgets as part of the SPSA. The Director of the Equity, Access, and Family Engagement Department and his team review program regulations and guidelines with all administration, site staff, and School Site Councils to ensure appropriate planning, implementation and evaluation and to maintain compliance for each program. All site plans are reviewed for compliance along with goals and activities to improve student achievement and family engagement before being forwarded to the Board for approval.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-24 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-24 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2023-24 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

September 12, 2023

CONSENT CALENDAR NO. 14

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and California Dance Institute**

The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and California Dance Institute in the amount of \$29,040 to promote social and emotional development to students at 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 program solvers.

Glendale Unified School District, on behalf of Jefferson Elementary School, in partnership with California Dance Institute (CDI) will offer movement and dance instruction to 2nd grade and 4th grade Jefferson students. CDI will provide a dance program two times a week on Tuesdays and Wednesdays. A lead teacher/choreographer and an assistant teacher under the supervision of the CDI Artistic Director will conduct the sessions. A Lecture Demonstration will be held in December 2023 (subject to change) to show parents and the school community the students' progress in the program. A culminating performance on the final days of classes, April 2024, will be held for all Jefferson parents and students.

The contract period runs from September 26, 2023, through April 17, 2024. The total cost of the program is \$29,040, which will be paid by Jefferson's Supplemental Programs funds.

Glendale Unified School District
Consent Calendar No. 14
September 12, 2023
Page 2

TO SUPPORT 2023-24 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-24 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

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 California Dance Institute (CDI), 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 _____ and will diligently perform as required and complete performance by _____

2. **Scope of Services**

California Dance Institute (CDI) will introduce and implement a dance program to four Grade 2 classes and four Grade 4 classes at Jefferson Elementary from September 26, 2023 to April 17, 2024.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: Total of \$29,040: Two installments of \$14,520 by the end of the 1st semester and \$14,520 by April 17, 2024.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. **Notice**

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Business Services

Contractor:

California Dance Institute
676 Westminster Ave.
Venice, CA 90291
ATTN: Carole Valeskey

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

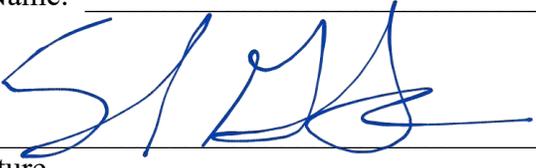
32. Counterparts

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

SIGNATURE PAGE

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

Company Name: California Dance Institute

By: 
Signature

Artistic Director
Title

Susan Gladstone
Print Name

Dated: Aug. 17, 2023

By: _____
Signature

Title

Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number:
26-3464981

Address: 676 Westminster Ave.
Venice, CA 90291

Telephone: 323 301-8900

Email: cv@californiadanceinstitute.com

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: _____
Signature
Dr. Kelly King

Print Name

Assistant Superintendent

Title
Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

California Dance Institute (CDI) will introduce and implement a dance program to four Grade 2 classes and four Grade 4 classes at Jefferson Elementary from September 26, 2023 to April 17, 2024. Attendance is mandatory for all students in these selected classes. Classes will be held on Tuesdays for Grade 4 and Wednesdays for Grade 2.

A lead teacher/choreographer and an assistant teacher under the supervision of a CDI Artistic Director will teach four classes on Tuesdays and four classes on Wednesdays 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 in December 2023, open to parents and students as available.
- Culminating performance on the final day of classes, April 2024, open to parents and students with details to follow.

ADDENDUM B

“Cost Proposal”

Thomas Jefferson Elementary is responsible for the school's fee of \$29,040. This amount may come from more than one source. The total cost of the program is \$58,080, 50% of which will be raised by CDI. Payment is due in semester installments at the midpoint and conclusion of the program.

Payment terms:

1. First payment of \$14,520 is due no later than the conclusion of the first semester. Payment must be received for CDI to continue the program for the second semester.
2. Second payment of \$14,520 is due at the conclusion of the in-school programs no later than April 17th

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: Aug. 17, 2023
Name of Contractor: California Dance Institute (CDI)
Signature: 
Print Name and Title: Susan Gladstone, Artistic Director

(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: Aug. 17, 2023

Name of Contractor or Company: California Dance Institute

Representative’s Name and Title: Susan Gladstone, Artistic 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 Artistic Director of the California Dance Institute (CDI), 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 8/17/2023 [date], at Los Angeles [city], CA [state].



Signature

Susan Gladstone

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

Date: 8/17/2023

Name of Contractor: California Dance Institute (CDI)

Signature: 

Print Name and Title: Susan Gladstone, Artistic Director

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 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: Susan Gladstone, Artistic Director

Date: 8/17/2023

EXHIBIT “F”

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

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

Name of Contractor: California Dance Institute
Signature: 
Print Name and Title: Susan Gladstone, Artistic Director
Date: 8/17/2023

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

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

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

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

Dated this 17th day of August, 20 23

By 
Authorized Signature for Contractor

Susan Gladstone, Artistic Director
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 15

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Services Agreement with Mobile Ed. Productions, Inc.**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement with Mobile Ed. Productions, Inc. in the amount of \$20,925 for anti-bullying performances at 15 elementary schools for students enrolled in the Child Development and Child Care Department (CDCC) programs.

Mobile Ed. Productions, Inc. will complete anti-bullying performances entitled "Stand Up! Step In! Stop Bullying!" at fifteen elementary schools. Six performances have previously been scheduled for the other six elementary schools. The performances are approximately 45-50 minutes in length. The goals of these performances include reducing existing bullying problems among students, preventing the development of new bullying problems, achieving better peer relations at school, and opening a new standard of communication between students, parents, and the faculty/administration.

Funding for these performances, in the amount of \$20,925, is provided through the Expanded Learning Opportunities Program (ELO-P), the After School Education and Safety (ASES) grant, the general child care and development program (CCTR), and private pay parent fees.

The Services Agreement is effective September 14, 2023, to October 31, 2023.

TO SUPPORT 2032-24 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

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 Mobile Ed. Productions, 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 14, 2023 and will diligently perform as required and complete performance by October 31, 2023

2. **Scope of Services**

Anti-bullying performances for students enrolled in elementary child care with the Child Development and Child Care Department (CDCC)

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: Not to exceed \$20,925.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

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

Contractor:

Mobile Ed. Productions, Inc.
28018 West Seven Mile Road
Redford, Michigan, 48240
(800) 433-7459

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Mobile Ed. Productions, Inc.

By: DocuSigned by:
Kandis Thompson
46D65F1C3385411
Signature

Kandis Thompson
Print Name

CFO
Title

Dated: 8/30/2023 | 7:23:27 AM PDT, 20

By: _____
Signature

Print Name

Title

Dated: _____, 20

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

Information regarding Contractor:

License No.:
see attached

Address: 26018 West Seven Mile Road
Redford, MI 48240

Employer Identification Number:
38-246-3141

Telephone: 800-433-7459
Email: cindykj@mobileedproductions.com

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

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

Glendale Unified School District

By: _____
Signature
Dr. Kelly King

Print Name

Assistant Superintendent

Title
Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Mobile Ed. Productions will complete anti-bullying performances entitled "Stand Up! Step In! Stop Bullying!" for 15 elementary schools on behalf of the Child Development and Child Care Department (CDCC) for the Glendale Unified School District.

Performances are approximately 45-50 minutes in length and are tailored to the specific age groups attending the performance.

Performances cover the following subjects:

- * Reducing existing bullying problems among students
- * Preventing the development of new bullying problems
- * Achieving better peer relations at school
- * Opening a new standard of communication between students, parents, and faculty/administration

ADDENDUM B

“Cost Proposal”

Each of the 15 performances costs \$1,395 for a total cost of \$20,925.

Glendale Unified School District

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: 8/30/2023 | 7:23:27 AM PDT

Name of Contractor: Mobile Ed. Productions, Inc.

Signature: *Kandis Thompson*
DocuSigned by: 46D85F1C3385411...

Print Name and Title: Kandis Thompson CFO

(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.)

Glendale Unified School District

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*).**

Glendale Unified School District

- 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: 8/30/2023 | 7:23:27 AM PDT

Name of Contractor or Company: Mobile Ed. Productions, Inc.

Representative's Name and Title: Kandis Thompson CFO

Signature: DocuSigned by:
Kandis Thompson
46D85F1C3385411...

Glendale Unified School District

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

The undersigned declares:

I am the CFO of Mobile Ed. Productions, 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 8/30/2023 [date], at REDFORD [city], MICHIGAN [state].

8/30/2023 | 7:23:27 AM PDT

DocuSigned by:
Kandis Thompson
Signature 46D65F1C3385411...
Kandis Thompson
Print Name

Glendale Unified School District

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

I am a representative of the Mobile Ed. Productions, 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 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: 8/30/2023 | 7:23:27 AM PDT

Name of Contractor: Mobile Ed. Productions, Inc.

Signature: DocuSigned by:
Kandis Thompson

Print Name and Title: 46D65F1C3385411...
Kandis Thompson CFO

Glendale Unified School District

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: Mobile Ed. Productions, Inc.

Signature: DocuSigned by:
Kandis Thompson

Print Name and Title: 46D65F1C3385411...
Kandis Thompson CFO

Date: 8/30/2023 | 7:23:27 AM PDT

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

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

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

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

Dated this 8/30/2023 | 7:23:27 AM PDT , 20

DocuSigned by:
By Kandis Thompson
16D65E1C3886411
Authorized Signature for Contractor

Kandis Thompson CFO
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 16

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Supplementary Textbooks for Use in Elementary Schools in the Area of Dual Language Immersion for German Instruction**

The Interim Superintendent recommends that the Board of Education approve the elementary supplementary textbooks: Ich Kann Lesen 4 (*Translation: I Can Read 4*); Ich Kann Rechtschreiben 3 (*Translation: I Can Spell 3*); and Ich Kann Lesen (*Translation: I Can Read 5*) for use in the area of dual language immersion for German instruction.

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

ELEMENTARY SCHOOLS

Department: Dual Language Immersion (DLI) Program

GERMAN

German DLI, Grade 4
Ich Kann Lesen 4 by Katrin Langhans
(*Translation: I Can Read 4*)
Supplementary Resource
Published by Sternchenverlag, 2012

German DLI, Grade 4/5
Ich Kann Rechtschreiben 3 by Katrin Langhans
(Translation: I Can Spell 3)
Supplementary Resource
Published by Sternchenverlag, 2013

German DLI, Grade 5
Ich Kann Lesen 5 by Katrin Langhans
(Translation: I Can Read 5)
Supplementary Resource
Published by Sternchenverlag, 2015

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Services Agreement Between Glendale Unified School District and Bloom Arts Foundation for Fremont Elementary School**

The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Bloom Arts Foundation in an amount not to exceed \$24,960 to provide music enrichment instruction for all students at Fremont Elementary School, to be funded by donations from the school's foundation.

Glendale Unified School District will enter into agreement with Bloom Arts Foundation to provide each classroom at Fremont Elementary School with 12 weeks of quality hands-on music enrichment and instruction for all students in grades TK-6.

Bloom Arts Foundation will provide all materials and musical instruments needed for instruction, including choir classes, and culminate with an end-of-semester performance in the fall and spring where students will perform live for their school, families and community.

The agreement will be in effect from September 2023, through May 2024. The total cost of not to exceed \$24,960 will be funded by donations from the Parents and Community for Fremont Elementary Foundation.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.*

TO SUPPORT 2023-2024 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

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 Bloom Arts Foundation, 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 and will diligently perform as required and complete performance by

2. **Scope of Services**

to provide a full-functioning music program with grade level lessons 24 total weekly for TK-6th grades for 12 weeks between September 2023 - May 2024

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: not to exceed twenty four thousand nine hundred sixty dollars (\$24,960) to be invoiced and paid monthly.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

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

Contractor:

Bloom Arts Foundation
c/o Radhika Fliegel
2116 Colorado Blvd, Los Angeles, CA 90028

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Bloom Arts Foundation

By: *Radhika Fliegel*
Signature

Radhika Fliegel
Print Name

Chief Operating Officer
Title

Dated: August 15, 2023

By: _____
Signature

Print Name

Title

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Address: 2116 Colorado Blvd, Los Angeles, CA 900

Employer Identification Number:
85-3004923

Telephone: 917-696-3341

Email: radhikafliegel@bloomartsfour

Type of Business Entity:

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

Other: Non-profit corporation 501c3

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached

ADDENDUM B

“Cost Proposal”

see attached

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

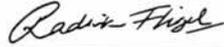
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: August 15, 2023

Name of Contractor: Bloom Arts Foundation

Signature: 

Print Name and Title: Radhika Fliegel Chief Operating Officer

(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: August 15, 2023

Name of Contractor or Company: Bloom Arts Foundation

Representative’s Name and Title: Radhika Fliegel, Chief Operating Officer

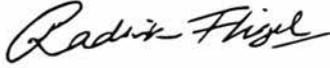
Signature: 

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

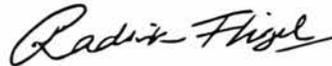
The undersigned declares:

I am the Chief Operating Officer of Bloom Arts Foundation, 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 August 15, 2016 [date], at Los Angeles [city], California [state].



Signature

Radhika Fliegel

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

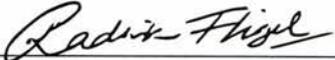
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

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

Date: August 15, 2023

Name of Contractor: Bloom Arts Foundation

Signature: 

Print Name and Title: Radhika Fliegel, Chief Operating Officer

EXHIBIT “E”

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

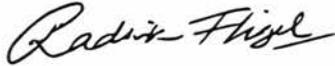
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Bloom Arts Founde (“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: Bloom Arts Foundation

Signature: 

Print Name and Title: Radhika Fliegel, Chief Operating Officer

Date: August 15, 2023

EXHIBIT “F”

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

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

Name of Contractor: Bloom Arts Foundation

Signature: N/A

Print Name and Title: N/A

Date: N/A

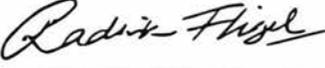
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

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

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

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

Dated this 15th day of August, 2023

By 
Authorized Signature for Contractor

Radhika Fliegel, Chief Operating Officer
Printed Name and Title



BLOOM

ARTS FOUNDATION

To:

Rebecca Jespersen
Treasurer, Fremont PAC
3320 Las Palmas Avenue
Glendale, CA 91208

August 1, 2023

Re: TK - 6th Arts Education Program 2023-24

Dear Ms. Jespersen,

Thank you for taking the time to read our proposal. We look forward to the opportunity to provide engaging, high-quality Arts Education for all your students.

The Bloom Arts Foundation (BAF) is a registered 501c3 non-profit organization whose mission is to provide access to high-quality arts education to students from early childhood through high school. BAF's Arts Education Program is a progressive, child-centered sequential learning program that draws inspiration from the philosophy of Orff Schulwerk and the science of Gordon Music Learning Theory. Our sequential learning program meets the California Arts Standards and provides opportunities for students to explore, compose, improvise, create and perform within a wide range of styles and genres that celebrate diversity and inclusion.

BAF is committed to arts equity and our curriculum is thoughtfully designed to meet Social Emotional Learning (SEL) goals. Quality movement and music classes have a natural and organic way of interrupting the reproduction of inequitable educational environments. Learning music from Brazil, playing drum beats from West Africa, singing in a different language all attend to the



BLOOM

ARTS FOUNDATION

issues of identity, agency and belonging. Collaborating on composition, lyrics, story telling, choreography as a class or in small groups helps to address related issues such as power, privilege, prejudice, discrimination, social justice, empowerment, and self determination. Children learn the value of the whole. Everyone learns all parts! Children find their own affinities and grow while celebrating their differences and embracing their commonalities.

As artists and arts educators we have seen first hand the significant range of benefits gained from a high-quality arts education. We have seen our arts students demonstrate improvement in social emotional learning, cognitive skills, empathy, team-building, verbal skills, reading ability, critical thinking, public speaking, concentration, confidence, and motivation. And these are the benefits to children's development *beyond* the joy and magic created for all when they sing, play and dance!

We believe the SEL benefits gained through arts education are even more important now as young people face unique challenges from living in a more socially isolated digital world. A challenge further exacerbated by the Covid-19 pandemic, which has fueled an unprecedented mental health crisis among school aged children.

Please don't hesitate to contact us with any questions. We look forward to bringing the magic of music and movement to the Fremont Elementary School community!

Best,

Laura Porter
Executive Director



BLOOM

ARTS FOUNDATION

MUSICAL GOALS TK/Kindergarten		
Materials: <i>Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker</i>		
Feel pulse to different styles of music - classical, jazz, world, latin, class choice, etc.	Playing instrument as part of an ensemble without losing place	Beat Competency in duple and triple meters while tapping, marching, walking, clapping and playing
Sing and Echo on Pitch	Write Rhythmic Notation -make up own rhythms and play them	Read Rhythmic Notation (NOT learned by rote)
Promote a sense of community and belonging , celebratory exploration	Know the difference between rhythm of the words and beat	Demonstrate knowledge of big and little beat (macro and micro) (2 semester)
Move body freely as well as in time to music	Know and express Up/Down, Fast/Slow, Crescendo, Diminuendo, Forte/Piano	Rhythm: Echo clapping, question-answer, two-part rhythms, reading rhythm
Find the resting pitch (V-I)	Perform a Rhythmic Canon	Play instrument and Sing at the same time
Form- understand the difference between the A and B section of a composition	Understand difference by ear of notes stepping up and down, repeating (2 semester)	Improvise/Compose on instruments
Create original movements to songs, expressive speech, rhymes and poetry	Ear training using sol feg then scale degrees	Have FUN



BLOOM

ARTS FOUNDATION

MUSICAL GOALS <u>1st Grade</u>	
Materials: <i>Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker</i>	
All of the <u>TK/Kindergarten Goals PLUS:</u>	Ensemble 2 parts simultaneously
Collaboration in composition as a class and start breakouts into smaller groups	Sing in different tonalities- major, minor, modal
Improvisation - in movement, rhythm, story telling	Reading / writing /composing rhythmic notation
Movement - Structures introduced to evoke expressive movement alone, with partners and in small groups	Rhythm Hearing, naming, understanding, and expressing beat in a variety of ways (patting, clapping, gesturing, moving, walking, playing on instrument, etc.)

MUSICAL GOALS <u>2nd Grade</u>	
Materials: <i>Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker</i>	
All of the <u>TK-1 Goals PLUS:</u>	
Improvise, Choreograph and Compose own music and text	Sing, Play and Dance to music from other countries and cultures
Sing and Echo on Pitch Solidify sense of Beat and Pitch	Exposure to more sophisticated layers of sound and musical texture
Sing while playing Rhythmic Ostinati	Ensemble 3 different parts together



BLOOM

ARTS FOUNDATION

MUSICAL GOALS <u>3rd Grade</u>	
Materials: <i>Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker</i>	
All of the <u>TK - 2 Goals</u> PLUS:	
Music History Will learn some jazz history as well as folk music	Melody and ear training for pitch, major and minor keys as well as modes Ostinato- In subsequent years, it will be possible to have 3 parts
Notation Read, Write and Compose Rhythmic notation	Improvisation -over different chord progressions, including 12 bar blues- also movement improvisation and vocal (scat)
Composition individually and in groups. Everyone will write and play a 12 bar blues	Movement - move freely and with a beat to swing music vs. straight and understand the difference. Know difference between Merengue and Salsa, etc
Hve fun! Bring home what is being learned in class and share with family	Collaboration for small group and full class on composition, movement and creating elements for a final performance



BLOOM

ARTS FOUNDATION

MUSICAL GOALS <u>4th Grade</u>	
Materials: Ukuleles, Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker (Possible to do recorders if available)	
All of the <u>TK - 3 Goals</u> PLUS:	
Project piece- Using a theme in class (for example, Seasons), split into 4 groups- each make up lyrics, rhythm, poetry or singing, and movement to express their theme	Pulse and Ensemble Multiple parts played together at the same time while singing, moving, and using expressive speech
Project piece- Using a theme in class (for example, Seasons), split into 4 groups- each make up lyrics, rhythm, poetry or singing, and movement to express their theme	Movement Hand clapping with partners, Keith Terry Rhythm Blocks, student led choreography to accompany music they play and create
Melodies and spoken word- more expressive singing and expressive speech, poetry	Composition that is collaborative as a class & small groups
All students Learn All Parts	Notation Read, Write and Compose Rhythms



BLOOM

ARTS FOUNDATION

MUSICAL GOALS 5th and 6th Grade	
Materials: Ukuleles, Rhythm Sticks, Shakers, Frame Drums, Boomwhackers, paper/writing utensil or whiteboard/marker	
<p>*All of the <u>TK - 4 Goals</u> PLUS:</p> <p>Class will focus on Soprano Ukulele and will become a band soon enough with</p> <ul style="list-style-type: none"> • ukulele • voices • drums and percussion • expressive movement • This is the culmination of all previous classes. 	<p>Community building at a challenging time when hormones are kicking in, it is important to create a safe, non-judgmental environment where students can be vulnerable, take risks, express themselves in new ways and make mistakes. As the year progresses and students mature they will all value this sacred space as creators, co-authors, and active listeners.</p> <p>Rhythm Add beats and rhythms to songs</p>
<p>Ensemble Strummers, pickers, singers, movement, drummers, expressive speech</p> <p>Sing and play at the same time</p>	<p>Chords Know diatonic chords I, ii, iii, IV, V, vi in 2 keys</p> <p>Tablature Read standard tab, know strings and frets</p>
<p>Finger Numbers Left hand</p> <p>Strumming and Picking Right hand</p>	<p>Sing, play, move and speech everyone learns all parts. Opportunity to add poetry that speaks to the class and use to accompany the song</p>
<p>Improvisation over different chord progressions, especially 12 bar blues</p>	<p>Composition What makes a great song? Why do you like what you like? Discussion prompts used to begin their own songwriting and compositions</p>



BLOOM

ARTS FOUNDATION

All School Choir	
30 Minute Weekly Choir Before School	
<p>Choir will sing a diverse group of songs in english, spanish and possibly other languages</p>	<p>Families are invited to join us and participate in a few songs we can all sing together like Hey Jude or De Colores</p>

2023 - 2024 ARTS EDUCATION PROGRAM FEES	
ACTIVITY	FEE
<p><i>In Class Teacher</i> 24 Total Weekly Classes for TK-6th Grades for 12 weeks (30 minutes)</p> <p>1 Weekly Choir (30 minutes) <i>(choir is considered one class in terms of fees)</i></p>	<p>Full Fee = \$150 / class</p> <p>** Community Discount for Fremont Elementary because they do not currently have an arts education program and approximately 17% students are eligible for free or reduced lunch = \$80 / class</p> <p style="text-align: right;">24 Classes x 12 weeks x \$80 = \$23,040</p> <p style="text-align: right;">1 Choir Class x 24 weeks (full year) x \$80 = \$1,920</p> <p><small>**We are a non-profit organization that applies a sliding scale model to our arts education program fees. Our goal is to provide access to a high-quality arts education for as many children as possible across Los Angeles.</small></p> <p><small>If our partner school has funding to cover the full fee, we respectfully ask that you not participate in our community discount so that it remains available for neighboring schools that have little or no funding for arts education.</small></p>
<p>Session preparation and reflection with Teacher and Executive Director</p>	
<p>Curriculum development by <i>Executive Director</i></p>	



BLOOM

ARTS FOUNDATION

Administrative work to manage and execute program	
End of Semester Performance in Fall and Spring Students perform live for their school, families, and community!	Our Gift to Fremont Elementary School <i>*Upon your request: extra rehearsals will be billed at your regular class fee</i>
Arts Education Program TOTAL TK - 6th Grade and Choir	 \$24,960

*"A music exclusively for children that could be played, sung and danced
by them, but that could also in a similar way be invented by them— a
world of their own." - Carl Orff*

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 18

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Services Agreement Between Glendale Unified School District and PlanetBravo, LLC for La Crescenta Elementary School**

The Interim Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and PlanetBravo, LLC in the amount of \$26,000 to provide technology instruction for students at La Crescenta Elementary School.

Glendale Unified School District will enter into agreement with PlanetBravo, LLC to provide technology instruction and facilitate technology curricula for approximately 350 students enrolled in grades 1 – 6 at La Crescenta Elementary School.

Technology instruction will include coding, game design, animation, digital citizenship, academic games, and graphical programs. Each student will receive up to one hour of instruction per week during the contract period. School staff will also be provided with technology instruction support from PlanetBravo, LLC staff while on campus.

The agreement will be in effect from September 13, 2023, through June 4, 2024. The cost of the agreement will be multi-funded out of Categorical Program/Supplemental funds (\$13,000) and from La Crescenta Elementary School's donation account (\$13,000) for a grand total of \$26,000.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.*

TO SUPPORT 2023-2024 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
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 _____, 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 _____ and will diligently perform as required and complete performance by _____.

2. **Scope of Services**

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: _____.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. **Notice**

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

District:

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

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)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: _____

By: 
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

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: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

ADDENDUM B

“Cost Proposal”

The rate as outlined for 32 weeks of instruction at 2 days a week is \$26,000.

EXHIBIT "A"

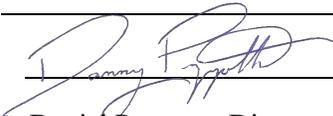
WORKERS' COMPENSATION CERTIFICATION

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: 8/23/2023
Name of Contractor: PlanetBravo, LLC
Signature: 
Print Name and Title: Daniel Pezzotta, Director

(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: 8/23/2023

Name of Contractor or Company: PlanetBravo

Representative’s Name and Title: Daniel Pezzotta, 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 Director of PlanetBravo, LLC, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Aug 23, 2023 [date], at Burbank [city], CA [state].



Signature

Daniel Pezzotta

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 PlanetBravo ("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.

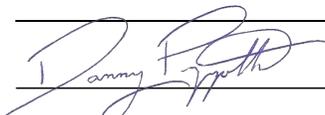
Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

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

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

Date: 8/23/2023

Name of Contractor: PlanetBravo, LLC

Signature:  _____

Print Name and Title: Daniel Pezzotta, Director

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 PlanetBravo (“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: PlanetBravo

Signature:  _____

Print Name and Title: Daniel Pezzotta, Director

Date: 8/23/23

EXHIBIT “F”

GOVERNOR EXECUTIVE ORDER N-6-22

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

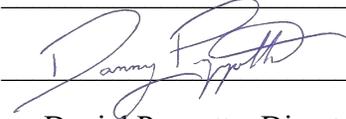
Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-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

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

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

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

Name of Contractor: PlanetBravo

Signature: 

Print Name and Title: Daniel Pezzotta, Director

Date: 8/23/23

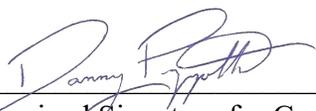
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

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

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

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

Dated this 23rd day of August, 20 23

By 
Authorized Signature for Contractor

Daniel Pezzotta, Director
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 19

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Chris Coulter, Executive Director, Secondary Instruction

SUBJECT: **Approval of Supplementary Textbooks for Use in High Schools
in the Area of World Languages and Cultures**

The Interim Superintendent recommends that the Board of Education approve supplementary textbooks (*Vor uns das Meer* and *Der Geruch von Wut*) for use in high schools in the area of World Languages and Cultures.

The books have been reviewed for content and evaluated by the members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education. In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration.

HIGH SCHOOLS

Department: World Languages and Cultures

GERMAN

AP German & German 5/6, Grades 9-12
Vor uns das Meer by Alan Gratz
Supplementary Resource
Published by Carl Hanser Verlag GmbH & Co, 2020

AP German & German 5/6, Grades 9-12
Der Geruch von Wut by Gabriele Clima
Supplementary Resource
Published by Carl Hanser Verlag GmbH & Co, 2022

Glendale Unified School District
Consent Calendar No. 19
September 12, 2023
Page 2

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 20

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Lena Kortoshian, Senior Director, Teaching & Learning

SUBJECT: **Approval of HMH Professional Learning Services for New Curriculum Language Launch for Middle and High School Emerging ELD Teachers and Site Specialists**

The Interim Superintendent recommends the approval of the contract with Houghton Mifflin Harcourt in the amount of \$19,500, funded by the Educator Effectiveness Grant, to provide one year of professional development during the 2023-24 school year for Emerging ELD teachers at the middle and high schools.

In April 2023, Glendale Unified School District approved the purchase of additional licenses and textbooks from the English 3D curriculum program to include the newly created Language Launch bundle to be used specifically with newcomers and emerging English Language Development (ELD) students. This purchase was made by the Equity, Access, and Family Engagement department for use with newcomers during summer school.

Once the current school year began, licenses were transferred into the Teaching & Learning department for use with ELD teachers during the school year and costs associated with adoption, training, and additional licenses were transferred. The Language Launch bundle is a new feature of an existing curriculum and requires teacher professional development for optimum results. The Action item from the April 18, 2023, Board of Education meeting indicated that additional expenses for training on the new curriculum were to come but that costs were not known at that time. The District has received the contract for the Houghton Mifflin Harcourt (HMH) English 3D on Ed Blended Coaching Model described below.

The HMH English 3D on Ed Blended Coaching Membership 1 Year Grades 4-12 Blended Coaching brings the coaching experience into a small group context and opens up communication among teachers and/or instructional coaches. It is a collaborative

conversation, focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps.

The blended coaching annual membership powered by HMH Coaching Studio provides within the term of the membership four in-person coaching days, eight 30-minute live online sessions, and HMH Coaching Studio licenses, designed for up to 20 teachers. The cost for this annual coaching membership is \$19,500 and will be paid from the Educator Effectiveness Grant.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and Houghton Mifflin Harcourt Publishing Company 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 July 1st 2023 and will diligently perform as required and complete performance by June 30 2024.

2. **Scope of Services**

English 3D on Ed Blended Coaching Membership 1 Year Grades 4-12.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: \$19,500.00. Payment will be made within thirty (30) days of receipt of the invoice. 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 third party 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. If applicable, 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 third party claims, demands, causes of action, suits, actions, actual 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 reasonable 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, unless the claims are caused wholly by the negligence or willful misconduct of the District, provided that if Contractor is required to indemnify District, Contractor's liability hereunder shall be reduced to the extent of the relative fault, if any, of the District. The District shall have the right to reasonably 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 and third party service providers and subcontractors who have a need to know and will bind such personnel to similar obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon thirty (30) day written request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client's possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure.

14. Insurance

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

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

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

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

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

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

15. Termination

- (i) **Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services reasonably satisfactorily rendered to the date of termination. Ninety (90) day 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 sixty (60) 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 sixty (60) calendar days cease and terminate. 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. Such acceptance shall occur within thirty (30) days of receipt. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.

///

18. Notice

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

District:

Contractor:

Glendale Unified School District 223 N. Jackson Street Glendale, California 91206 Attn: David Greco, Chief Counsel	Houghton Mifflin Harcourt Publishing Company 125 High Street, Boston, MA 02110 Attn: General Counsel
---	--

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

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

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Houghton Mifflin Harcourt Publishing Company

By: *Lisa A. Jacobson*
Signature

Lisa A. Jacobson
Print Name

Sr Director, Bids and Contracts
Title

Dated: August 18, 2023

By: *Catherine Crowe-Lile*
Signature

Catherine Crowe-Lile
Print Name

VP, Bids, Contracts and Sales Support
Title

Dated: August 18, 2023

*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:

04-1456030

Address: 125 High Street, Boston, MA 02110

Telephone:

Type of Business Entity:

Email: lisa.jacobson@hnhco.com

Corporation – Incorporated in Massachusetts

Glendale Unified School District

By: _____
Signature

Title

Print Name

Dated: _____, 20__

ADDENDUM A

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

See Attached.

ADDENDUM B

“Cost Proposal”

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 selfinsure 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:

 Houghton Mifflin Harcourt Publishing Company

Signature:

Print Name and Title: Lisa Jacobson, Sr Director, Bids and Contracts

(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.

X 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:

- X 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: Houghton Mifflin Harcourt Publishing Company

Representative’s Name and Title: Lisa Jacobson, Sr Director, Bids and Contracts

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 Sr Director, Bids and Contracts of Houghton Mifflin Harcourt Publishing Company, 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

Lisa Jacobson, Sr Director, Bids and Contracts

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 Houghton Mifflin Harcourt Publishing Company (“Contractor”) currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

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

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

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

Date: _____

Name of Contractor: Houghton Mifflin Harcourt Publishing Company

Signature: _____

Print Name and Title: Lisa Jacobson, Sr Director, Bids and Contracts

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 COVID19. 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: Houghton Mifflin Harcourt Publishing Company

Signature: _____

Print Name and Title: Lisa Jacobson, Sr Director, Bids and Contracts

Date: _____

EXHIBIT “F”

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: Houghton Mifflin Harcourt Publishing Company

Signature: _____

Print Name and Title: Lisa Jacobson, Sr Director, Bids and Contracts

Date: _____

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

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Lisa Jacobson, Sr Director, Bids and Contracts
Printed Name and Title



Houghton Mifflin Harcourt

Proposal #008740916

Prepared For

Glendale Unified School Dist

Attention:

Rebecca Mieliwocki
rmeliwocki@gusd.net

For the Purchase of:

E3D Language Launch 1 Professional Services

Prepared By
Elizabeth Hebgen
liz.hebgen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rebecca Mieliwocki
rmeliwocki@gusd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
Glendale Unified School Dist**

ISBN	Title	Price	Quantity	Value of All Materials
<u>Professional Services - SIS English 3D</u>				
Coaching and Courses				
1798680	9780358475224 English 3D on Ed Blended Coaching Membership 1 Year Grades 4-12 Blended Coaching brings the coaching experience into a small group context and opens up communication among teachers and/or instructional coaches. It is a collaborative conversation, focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps.	\$19,500.00	1	\$19,500.00
<p>The blended coaching annual membership powered by HMH Coaching Studio provides within the term of the membership 4 in-person coaching days, 8 30-minute live online sessions, and HMH Coaching Studio licenses, designed for up to 20 teachers. Additional sessions and HMH Coaching Studio licenses may be purchased and added to this annual membership as needed.</p>				

Total for Coaching and Courses

<u>Total for Professional Services - SIS English 3D</u>	\$19,500.00
--	--------------------

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$19,500.00
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$0.00
<hr/>	
<i>Total Cost of Proposal (PO Amount):</i>	\$19,500.00

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Rebecca Mieliwocki
 rmieliwocki@gusd.net

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$19,500.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Glendale USD	Glendale USD
223 N Jackson St	223 N Jackson St
Glendale, CA 91206-4334	Glendale, CA 91206-4334
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/30/2023

Proposal Expiration Date: 8/14/2023



Houghton Mifflin Harcourt

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Rebecca Mieliwocki
 rmieliwocki@gusd.net

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

008740916 Sold:0000318656 Ship:0000318656

Page 3 of 3

Please submit this form with your purchase order

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 21

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Chris Coulter, Executive Director, Secondary Instruction

SUBJECT: **Approval of Memorandum of Understanding Between Glendale Community College District and Glendale Unified School District for the California Adult Education Program Consortium**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between the Glendale Unified School District and Glendale Community College District for the California Adult Education Program Consortium. The designated officials from the region will work towards implementing the regional plan for adult education.

Glendale Community College (GCC) and Glendale Unified School District (GUSD) are members of the Glendale Community College Regional Consortium, also known as Glendale Local Education and Resource Network Services (GlendaleLEARNS). The purpose of the Memorandum of Understanding (MOU) is to establish the responsibilities between GCC and GUSD, as members of GlendaleLEARNS, related to California Adult Education Program (CAEP) funding received by GCC and GUSD.

GCC will serve as the “fiscal agent” of the CAEP funds during the term of this MOU, which is July 1, 2023, through June 30, 2024.

The MOU states that “GUSD will designate a person/person with proper authority to certify all information submitted to the Fiscal Agent. Expenditures made under this MOU shall be in compliance with the approved objectives, rules, and regulations that govern the CAEP program.” In accordance with Section 39, Article 9 of the Adult Education Block Grant Program, and specifically listed in 84905(c), “a member of the consortium shall be represented only by an official designated by the governing board of the member.” The designated officials from the region will work towards implementing the regional plan for adult education.

Glendale Unified School District
Consent Calendar No. 21
September 12, 2023
Page 2

It is recommended that Dr. Chris Coulter, Executive Director, Secondary Instruction, be the designated representative from Glendale Unified School District for the 2023-24 school year.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.



**Glendale Community College District Regional Consortium
California Adult Education Program Consortium**

***Memorandum of Understanding between Glendale Community College District
And the City of Glendale/Verdugo Consortium on behalf of the
Glendale Unified School District***

This Memorandum of Understanding (this “MOU”) is entered into between Glendale Community College District (hereinafter referred to as “GCC”), and the City of Glendale, a municipal corporation, operating in its capacity as the contract and program administrator for the Verdugo Consortium, a Joint Powers Authority of which it is a part, under the policy direction of the Glendale Unified School District (hereinafter referred to as “GUSD”).

Background and Purpose: GCC and GUSD are members of the Glendale Community College Regional Consortium (Consortium), also known as Glendale Local Education and Resource Network Services (hereinafter referred to as “GlendaleLEARNS”). The purpose of this MOU is to establish the responsibilities between GCC and GUSD, as members of GlendaleLEARNS, related to all California Adult Education Program (“CAEP”) funding received by GCC and GUSD.

Term: This MOU shall be effective starting on July 1, 2023, and shall conclude on June 30, 2024.

Basis & Terms: GCC will serve as the “Fiscal Agent” of the CAEP funds received by GCC and GUSD during the term of this MOU. The anticipated CAEP allocation to the Consortium for 2023-2024 fiscal year is \$1,312,757.

Fiscal Agent Responsibilities: As the Fiscal Agent, GCC will: (i) establish procedures for State reporting; (ii) implement a system for State reporting; and (iii) distribute CAEP funds according to the terms of this MOU.

Use of CAEP Funds: All CAEP funds allocated to the Consortium during the term of this MOU shall be subject to this MOU and shall be used exclusively for costs associated with implementing CAEP programs and services, as prescribed by AB 104 CAEP budget language, the “CAEP Allowable Uses of AB104” document attached and incorporated herein as **Attachment A**, the “CAEP Fiscal Management Guide” document attached and incorporated herein as **Attachment B**, and all laws and regulations related to Assembly Bill 104, California Adult Education Program.

Monitoring & Reporting Requirements:

GUSD and GCC shall each be responsible for monitoring their own CAEP activities. GCC shall provide GCC, as Fiscal Agent, with the information it may require to fulfill its Fiscal Agent State reporting responsibilities. This includes any necessary student participation data, expenditure documentation, and any CAEP information necessary for the successful completion of CAEP mandated reports, performance measures, including the CAEP Measures of Effectiveness established by the California Department of Education (CDE) and California Community Colleges Chancellor’s Office (CCCCO), and program outcomes.

GUSD will designate a person/persons with proper authority to certify all information submitted to the



Fiscal Agent. Expenditures made under this MOU shall be in compliance with the approved objectives, rules, and regulations that govern the CAEP program.

Timeline:

GUSD will provide the Fiscal Agent with reports on CAEP expenditures and progress prior to the State reporting due dates which are listed on the CAEP Website: <https://caladulthood.org/DueDates>

Non-Discrimination: Neither party to this MOU shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability, unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this MOU.

Special Provisions:

1. Each party agrees to indemnify, defend, and hold harmless the other party to this MOU, and its officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) and liabilities arising from or related to, and in proportion to, the negligence or willful misconduct of the indemnifying party, its officers, agents or employees in connection with or arising from its performance or activities relating to this MOU.
2. No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of all parties.
3. This MOU may terminated by either party by providing thirty (30)-days' advance written notice to the other party.

“GCC”

Glendale Community College District

“GUSD”

Glendale Unified School District

Signature: _____

Name: Dr. Ryan Cornner

Title: Superintendent / President

Date: _____

Signature: _____

Name: Dr. Kelly King

Title: Assistant Superintendent

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 22

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Jay Schwartz, Senior Director, SELPA

SUBJECT: **Approval of Memorandum of Understanding Between Glendale Community College District and the Foothill Special Education Local Planning Area for the California Adult Education Program Regional Consortium**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between Glendale Community College District and the Foothill Special Education Local Planning Area for the Adult Education Program to collaborate and improve access and delivery of adult education.

This Memorandum of Understanding (MOU) terms state that Glendale Community College (GCC) and Foothill Special Education Local Planning Area (SELPA) intend to work together toward the mutual goal of collaborating and improving access and delivery of adult education, in alignment with the Vision, Mission and Values of the Glendale Local Education and Resource Network Services (GlendaleLEARNS), as described below.

- GCC will provide data and information relevant to adult education and will serve as the fiscal agent for GlendaleLEARNS. GCC and GlendaleLEARNS will provide MOU partners with the adult education information, including programs and services available, that can be disseminated to partners' students and participants.
- SELPA will provide data and information relevant to adult education to share in the planning as outlined in AB 104, Section 39, Article 9. SELPA will attend monthly meetings and provide information about its programs and services to the GlendaleLEARNS partners to facilitate referrals to the organization, including a presentation to the partners outlining SELPA services. In turn, SELPA agrees to disseminate information on adult education to its participants to introduce them to

programs and services available to them. SELPA also agrees to refer English language learners and people needing basic education to adult education programs available at GCC Garfield campus.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2023-2024 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 Local Education and Resource Network Services (GlendaleLEARNS)
California Adult Education Program (CAEP) Regional Consortium**

**Memorandum of Understanding between
Glendale Community College and the Foothill Special Education Local Planning Area**

This Memorandum of Understanding (MOU) shall stand as evidence that the **Glendale Community College** and **Foothill Special Education Local Planning Area** intend to work together toward the mutual goal of collaborating and improving access and delivery of adult education, in alignment with the Vision, Mission and Values of GlendaleLEARNS, as described below. To this end, both entities agree to coordinate the following services:

- **Glendale Community College (GCC)** will provide data and information relevant to adult education and will serve as the fiscal agent for GlendaleLEARNS. GCC and GlendaleLEARNS will provide MOU partners with the adult education information, including programs and services available, that can be disseminated to partners' students and participants.
- **Foothill Special Education Local Planning Area (SELPA)** will provide data and information relevant to adult education to share in the planning as outlined in AB 104, Section 39, Article 9. SELPA will attend monthly meetings and provide information about its programs and services to the GlendaleLEARNS partners to facilitate referrals to the organization, including a presentation to the partners outlining SELPA services. In turn, SELPA agrees to disseminate information on adult education to its participants to introduce them to programs and services available to them. SELPA also agrees to refer English language learners and people needing basic education to adult education programs available at GCC Garfield campus.

Vision: All adult learners will have access to and participate in education and resources leading to meaningful employment or higher education.

Mission: GlendaleLEARNS welcomes adult learners of all abilities and provides accessible pathways to skill acquisition and education towards viable employment, through multiple career partners.

Values: Honesty ♦ Integrity ♦ Transparency ♦ Collaboration ♦ Acceptance of Individual Differences

MOU Term: This Memorandum of Understanding is in force from **July 1, 2023 to June 30, 2024** and is renewable annually thereafter or may be terminated by either party in thirty (30) days by giving written notice of the intention to terminate the MOU.



Non-Discrimination: Neither party to this MOU shall, on the basis of race, color, religion, religious belief, political affiliation, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the performance of this MOU.

Special Provisions:

1. Each party agrees to indemnify, defend, and hold harmless the other party to this MOU and its officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) and liabilities arising from or related to, and in proportion to, the negligence or willful misconduct of said indemnifying party, its officers, agents or employees in connection with or arising from its performance or activities relating to this MOU.
2. No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of all parties.

FISCAL AGENT

PARTNER

Glendale Community College District

Foothill Special Education Local Planning Area

Signature

Dr. Ryan Cornner
Superintendent / President

Signature

Jay Schwartz
Director

Date

Date

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 23

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval for Purchase of New Assessment Tests for Dual Language Immersion Programs Through Avant Assessment, LLC**

The Interim Superintendent recommends that the Board of Education approve the purchase of new assessment tests through Avant Assessment, LLC in the amount of \$28,457 to measure yearly target language proficiency for 3rd through 8th grade students in the French, German, Japanese, Korean, and Spanish Dual Language Immersion Programs.

Starting from the 2023-24 school year, five out of the seven dual language immersion programs will use Avant Assessments to measure yearly target language proficiency for 3rd through 8th grade students. Prior to this year, the District used the ACTFL Assessment of Performance Towards Proficiency (AAPPL) in six out of the seven programs. The languages that will use Avant Assessments are French, German, Japanese, Korean, and Spanish. Students in the Italian program will continue to be measured by AAPPL, as a version for elementary learners is not available, and students in the Armenian program will continue to use a District-created exam called the Armenian Language Test for 3rd, 5th, and 8th graders.

The Avant Assessment exam is a computer-adaptive test with a proficiency level that reaches the “Advanced-high” level, whereas the AAPPL exam is a test that does not adjust its questions according to student performance, and the ceiling on the AAPPL is “Advanced-low.” The Avant Assessment is integrated through Clever, allowing a single-sign on with no additional login or password. The data is readily available for teachers and administrators to see student progress and their eventual results on the test through Clever. Writing and speaking responses will be accessible to teachers to see what students produced and how it correlates to their scores in each domain. The criteria for evaluation is transparent, allowing teachers to better understand how scores were earned

and what skills to focus on for continued improvement.

The cost for each test is \$19.90, which is \$0.10 less per test than the AAPPL exam. The District will be charged for the number of tests requested, and any tests that are not utilized this year will be given to the District as credit for next year. There are 1,421 students in 3rd through 8th grades in the French, German, Japanese, Korean, and Spanish programs enrolled this year who will participate in the exam. The District has requested 1,430 tests be ordered in case there are additional students who enroll in the program before the testing window in October 2023.

The total cost for the tests will be \$28,457 and will be paid through Educational Services funds.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.



Price Quote

Account Name	Glendale Unified School District	Created Date	9/1/2023
Contact Name	Nancy Hong	Expiration Date	10/1/2023
Quote Number	00024625	Billing Preference	Standard Billing
		Invoice Payment Terms	Upon Receipt
Billing Contact	Nancy Hong	Prepared By	Roger Burt
Billing Address	223 N. Jackson Street	Phone	+1 801388-8084
Billing City State Zip	Glendale, CA 91206	Email	roger.burt@avantassessment.com
Billing Email	nhong@gusd.net		

Product	Quantity	List Price	Discount Price	Extended List	Extended Discount
Avant STAMP - 4S or 4Se - Language TBD (Except Hebrew)	1,430.00	\$79.90	\$19.90	\$114,257.00	\$28,457.00
Total Price					\$28,457.00

Please sign and return this Price Quote to confirm the purchase.

- **Standard Billing** – I agree to be invoiced upon Avant’s receipt of signed Price Quote or Purchase Order. If tests taken exceed the order quantity, I agree to be invoiced for the additional tests at the rate stated on this quote at the time the overage is incurred. If tests taken are fewer than the order quantity, I understand that a Test Credit will be issued to my account for any unused test. Test Credits are valid until June 30 of the following school year. *Example: For an order placed during the 2023-2024 School Year, tests would be valid until June 30, 2025.*
- I have reviewed the Price Quote and agree to the cost and terms listed therein.
- I agree to be invoiced according to the terms outlined in this quote.
- I have confirmed that the Billing Contact and associated information is accurate and up-to-date.

Accepted by (signature): _____ Date: _____

Printed Name: _____

Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDER NO. 24

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

PREPARED BY: Kristine Nam, Communications Director

SUBJECT: **Approval of Service Agreement with School Shine**

The Interim Superintendent recommends that the Board of Education approve a service agreement with School Shine to provide videography in the amount of \$32,769.30 focused on enhancing school connectedness, trust, and understanding for students, parents, and families.

School Shine is a local videographer that provides services for school districts across Los Angeles County. The contract will not exceed \$32,769.20 and will cover the cost of producing six “standard” videos. Standard videos include a maximum of eight production hours and 16 hours of post-production and final delivery. This service is paid from the Unrestricted General Fund with support from Community Schools and CTE funds, as appropriate.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 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
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 School Shine, 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 13, 2023 and will diligently perform as required and complete performance by June 30, 2024

2. **Scope of Services**

Six standard videos as per the attached

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: \$32,769.30.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. Joint Employer

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

8. Contractor's Employee Processing

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

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

Contractor:

School Shine
300 S. Raymond Ave, Suite 6
Pasadena, CA 91105
Attn: Rob Wiltsey

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: _____

By: _____
Signature

_____ Title

Rob Wiltsey
_____ Print Name

Dated: _____, 20__

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number:
81-2304990

Address: 300 S. Raymond Avenue, Suite 6
Pasadena, CA 91105

Telephone: _____

Email: rob@schoolshine.org

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
Santhasundari Rajiv

Print Name

Chief Financial Officer

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Six Standard videos (see attached)

ADDENDUM B

“Cost Proposal”

\$32,769.30

September 13, 2023-June 30, 2024

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: School Shine

Signature: _____

Print Name and Title: Rob Wiltsey

(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:

School Shine

Representative's Name and Title:

Rob Wiltsey

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 School Shine, 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

Rob Wiltsey

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

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

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

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

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

Date: _____
Name of Contractor: Rob Wiltsey
Signature: _____
Print Name and Title: _____

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: _____

Signature: _____

Print Name and Title: **Rob Wiltsey** _____

Date: _____

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

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Rob Wiltsey

Printed Name and Title

Subscription - 6 Filming Days
Glendale USD
 Video Production Services

FROM
 School Shine
 300 S Raymond Ave, Suite 6
 Pasadena, CA 91105

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

Items	Quantity	Cost	Notes	Total
<p>Standard VideoFresh Filming Days A Standard School Shine Filming Day is a maximum of 8 hours, including load-in and load-out, and travel time from School Shine's office in Pasadena, CA. Additional filming hours are available as a project add-on, (up to 12 total).</p>	6	\$6,999 \$5,749* *Courtesy Discount	<p>Each Production Day includes up-to the following (as needed):</p> <p><u>Pre-Production</u></p> <ul style="list-style-type: none"> • Creative Scripting • Logistics • Personnel Scheduling • Equipment Prep <p><u>Project Personnel</u></p> <ul style="list-style-type: none"> • Producer • Director • Cinematographer • Post Supervisor • Editor <p><u>Production Equipment</u></p> <ul style="list-style-type: none"> • Cinema Camera Bodies • Sigma Art Lenses • Premium Lighting • Pro-grade Audio <p><u>Post Production</u></p> <ul style="list-style-type: none"> • Data Management • Editing • Color Correction • Audio Mixing • Music Licensing • Stock Footage • 2 Rounds of Change Orders <p><u>Deliverables</u> (additional formats included upon client request)</p> <ul style="list-style-type: none"> • H.264 1080p 	\$34,494
TOTAL			Payable in 6 Installments	\$34,494
Pay Upfront Discount			5% Discount for Paying Upfront	-\$1,724.70
				\$32,769.30

Additional Content Creation

Under this subscription, School Shine will also offer Glendale USD an option for additional video content to be captured upon request.

- 1 School Shine "content creator"
- Up-to 2 hours on site
- Editing included from footages captured (up-to 60 seconds total)

Price: \$1450

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDER NO. 25

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

PREPARED BY: Kristine Nam, Communications Director

SUBJECT: Approval of Services Agreement with Target River

The Interim Superintendent recommends that the Board of Education approve a services agreement with Target River to provide a nine-month marketing campaign in the amount of \$74,947.50 focused on boosting enrollment and promoting TK expansion, CTE programs, and community schools.

Target River is a marketing firm that supports school districts and public entities. The 2023-24 campaign will include materials and placements for online display advertising, streaming radio, over-the-air video, social media, and search engine optimization. This targeted marketing will support key district initiatives, such as enrollment growth, TK expansion, Career and Technical Education, and community schools.

The services agreement with Target River will support the implementation of Board priorities to increase engagement and maintain district financial responsibility by assisting the district in executing a targeted marketing strategy to engage current and prospective families and increase enrollment.

The contract will not exceed nine months or \$74,947.50. The contract also includes the creation of videos and marketing materials that would be available to GUSD for use on websites, newsletters, and social media. This service is paid from the Unrestricted General Fund with support from Community Schools and CTE funds, as appropriate.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

TO SUPPORT 2023-2024 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
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 Target River, 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 13, 2023 and will diligently perform as required and complete performance by June 30, 2024

2. **Scope of Services**

Nine month marketing campaign as attached

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: \$74,947.50.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

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

Contractor:

Target River
222 S. Main St. Flr 5
Salt Lake City, UT 84101
Attn: Brian Epperson

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Target River

By: _____
Signature

Brian Epperson
Print Name

CEO
Title

Dated: _____, 20__

By: _____
Signature

Print Name

Title

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Address: 222 S. Main St. Floor 5
Salt Lake City, UT 84101

Employer Identification Number:
84-4373194

Telephone: 619-671-7359

Email: brian@targetriver.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: UT
- 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

Santhasundari Rajiv

Print Name

Chief Financial Officer

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Nine month marketing campaign, including visual ads, video ads, direct mail messaging, audio commercials, production videos, target reporting. See attached.

ADDENDUM B

“Cost Proposal”

\$74,947.50 - Nine month marketing campaign October 2023-April/May 2024
(See attached)

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: Target River

Signature: _____

Print Name and Title: Brian Epperson

(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:

Target River

Representative's Name and Title:

Brian Epperson

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 Target River, 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

Brian Epperson

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

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

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

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

Date:

Name of Contractor:

Brian Epperson

Signature:

Print Name and Title:

Brian Epperson, CEO

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: Target River

Signature: _____

Print Name and Title: Brian Epperson, CEO

Date: _____

DEBARMENT AND SUSPENSION CERTIFICATION FORM

(Executive Order 12549 and 12689)

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Brian Epperson, CEO

Printed Name and Title

Glendale Unified School District

Target River is excited to provide various TargetMarketing solutions for Glendale Unified School District to support community engagement, storytelling, student enrollment initiatives, and other topics and initiatives that arise between October, 2023 through June, 2024.



Tactics Included:

- TargetReach - Visual ads reaching your community while they are visiting websites, using apps, or social platforms.
- TargetTV - Video ads reaching your community while watching on their television, desktop, laptop, phone, or tablet.
- TargetContact - inbound lead generation of interested families going to district staff with name, contact info, and grade child is going into.
- TargetPPC - text based advertising reaching individuals while they are searching particular phrases or keywords
- TargetDirect - direct mail messaging delivered to identified households
- TargetAudio - audio commercials reaching individuals to promote various initiatives
- TargetVideo - production of various videos to promote various initiatives
- TargetDesign - Creative design of visual and audio materials for use to promote the district.
- TargetReporting - Weekly and monthly reporting of campaign performance.
- A timeline will be crafted with the district to identify various initiatives to promote throughout the year, utilizing impressions as necessary to reach the relevant targeted audiences with the right message. These core initiatives may include:
 - October - Dec/Jan - Dual language immersion and magnet school enrollment
 - Spring (Feb - April/May)
 - Transitional Kindergarten expansion
 - Community schools
 - Middle and high school programs (career and technical education, technology, etc.)
 - Other General Priorities such as new mover campaign, positive messaging, possible career opportunities or other topics that arise
- Nine month engagement

All-inclusive cost of \$74,947.50. Target River guarantees the delivery of #3,700,000 impressions to the various targeted audiences in the greater community.

Terms

All ad copy to be reviewed and approved by an authorized individual from client and client shall be responsible for the accuracy of all ads published. No cancellation of agreement once executed. No warranty is expressed or implied. Payment schedule is as follows: nine

equal payments of \$8,327.50 due by the 15th of each month starting October, 2023 through June, 2024

Print Name

Authorized Signature

Title, Glendale Unified School District

Date

Print Name

Authorized Signature

CEO, Target River

Date

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 26

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources
SUBJECT: Agreement with University La Verne

The Interim Superintendent recommends that the Board of Education approve the Fieldwork Agreement between the Glendale Unified School District and the University of La Verne, Lafetra College of Education.

This Agreement is between the Glendale Unified School District and the University of La Verne, Lafetra College of Education, to provide educational fieldwork experiences through practice teaching and internships for the students enrolled in Undergraduate and graduate programs.

The Agreement shall be for five (5) years, from July 1, 2023, through June 30, 2028. There is no fiscal impact on the District. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

LAFETRA COLLEGE OF EDUCATION
FIELDWORK AGREEMENT

This Agreement is made and entered into this 1st day of July 2023 by and between **Glendale Unified School District** (District) and University of La Verne (University) to set forth the terms and conditions under which District and University will jointly undertake an affiliation to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate and graduate programs.

Undergraduate Level Programs

Child Development
Educational Studies

Graduate Level Programs

Administrative Services Credential
Administrative Services Intern Credential
Child Development/TK Certificate/PK-3 ECE Specialist Credential
Educational Counseling Credential/Masters
Educational Counseling Intern Credential
Education Specialist: Mild/Moderate Preliminary Credential
Education Specialist: Mild/Moderate Preliminary Intern Credential
Education Specialist: Extensive Support Needs Preliminary Credential
Education Specialist: Extensive Support Needs Prelim Intern Credential
Multiple Subject, PK-3, and Single Subject Credential
Multiple Subject, PK-3, and Single Subject Intern Credential
School Psychology Credential
School Psychology Intern Credential

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, University and District agree as set forth below.

GENERAL PROVISIONS

1. Description of Fieldwork Experiences. The University is accredited by the California Commission on Teacher Credentialing (CCTC) as a credential granting institution and desires to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate programs: Educational Studies and Child Development programs and graduate programs: Multiple, PK-3, and Single Subject Teacher Education program, Education Specialist program, Child Development program, Educational Counseling program, School Psychology program, and Administrative Services program curricula.

2. Intern Programs. The University of La Verne's LaFetra College of Education offers Internship Programs in Multiple, PK-3, and Single Subject Teaching, Education Specialist Mild/Moderate or Extensive Support Needs, School Counseling, School Psychology, and Administrative Services for qualified students. These internship programs provide a process whereby selected, qualified individuals may be employed as Multiple, PK-3, and Single Subject teachers, education specialist teachers, counselors, psychologists, and school administrators in participating public schools and concurrently meet the University of La Verne's requirements in professional education. These internship requirements are consistent with the current Multiple, PK-3, and Single Subject teaching, education specialist teaching, counseling, psychology, and administrative services credential programs; provisions detailed in Exhibit 1.

Under this contract, the District shall provide intern experiences for the Multiple, PK-3, and Single Subject credential program, Education Specialist program, Educational Counseling program, School Psychology program, and the Administrative Services program.

3. Compensation. It has been determined between the Parties hereto that the payments for Multiple, PK-3, and Single Subject candidates and Education Specialist candidates be made to the District under this agreement do not exceed the actual cost of the District of the services rendered by the District and that there is an understanding that the University does not provide stipends to the District for Educational Counseling, School Psychology, Administrative Services, Educational Studies and Child Development programs;

Introductory Supervised Teaching - \$150.00 per student teaching assignment for each student in full-day introductory directed teaching.

Advanced Supervised Teaching - \$150.00 per student teaching assignment for each student in full-day directed teaching.

Intern Teaching: Multiple, PK-3, and Single Subject and Education Specialist School-Site Support Providers receive a stipend of \$200 for each semester they have an intern.

4. Nondiscrimination. The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990, the California Fair Employment and House Act (California Government Code Section 12900), California Labor Code Section 1735, and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students, because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. In addition, the UNIVERSITY agrees to require all its students' compliance.

UNIVERSITY'S RESPONSIBILITIES

5. Academic Program Administration. University will be responsible for coordination and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in their program, and for decisions regarding grading, awarding of academic credit, and the awarding of credentials and degrees.

Program Curriculum and Administration. University shall design and deliver to District the curriculum for the student's program, including development of Student learning objectives, evaluation criteria, reporting requirements, orientation plan, and identification of appropriate learning activities during placement at District. University shall also assure the quality of the placement, and modify it as needed to reflect evaluative input received from District.

5.1 University Policies. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during their fieldwork experience.

5.2 Evaluation Tools. University will provide forms for the evaluation of Students or develop student performance evaluation tools in conjunction with District.

6. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Placement Site Supervisor and/or designated Placement Site contact at the beginning and end of the placement experience to solicit Placement Site input regarding the Fieldwork Program.

7. Students. University will select and adequately prepare Students for participation in the Fieldwork Program at Placement Site and will notify Placement Site in writing of any change in a Student's status.

7.1 Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Placement Site information pertaining to relevant education and training for all Students participating in the Fieldwork Program.

7.2 Additional Required Documentation. Prior to the arrival of Students at the Placement Site, University will verify that Student has satisfied any and all screening and placement requirements required by Placement Site. Prior to any University student entering a District Placement Site to complete fieldwork, practicum, or supervised teaching, he/she must have TB clearance and be cleared by the state with either a Certificate of Clearance or other form of DOJ clearance.

7.3 Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.

8. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, and standards of professional conduct.

8.1 Identification. If required by Placement Site, University shall require that Students wear Placement Site identification tags.

9. Withdrawal and/or Removal of Students. University is responsible for removal and withdrawal of a Student from the Fieldwork Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation, which may include a demand for removal of the Student from Placement Site facilities, and University agrees to honor any such

demand.

10.Insurance. University shall carry and maintain at least \$1,000,000 per occurrence and \$3,000,000 in General Aggregate commercial general liability insurance and provide District with an additional covered party endorsement naming the District as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the District within thirty (30) days to keep the contract in force. If the University changes insurance carriers, District must be notified thirty (30) days prior to change.

DISTRICT'S RESPONSIBILITIES

11.Fieldwork Learning Experience. The District will provide experiences through fieldwork and directed teaching for Multiple, PK-3, Single Subject, and Education Specialist candidates. The district will provide practicum and fieldwork experiences for Educational Counseling, School Psychology, and Administrative Services candidates. Educational Studies candidates shall be provided fieldwork experiences, and Child Development candidates shall be provided fieldwork and supervised teaching experiences. These experiences will be provided in schools and classes of the District, for students at the University who qualify for such assignments, under the direct supervision and instruction of such credentialed employees of the District, as the District and the University, through their duly authorized representatives, may agree upon.

Directed teaching for Multiple, PK-3, and Single Subject credential candidates shall be deemed to include all supervised student teaching in the University's two supervised teaching courses.

12.Placement Site Supervisors. In accordance with the specific terms of the applicable letter agreement, District and/or Placement Site, will designate in writing Placement Site Supervisors to supervise the learning experiences of the Students, and will designate in writing at least one person to serve as contact with University personnel to assure mutual participation in and review of the Fieldwork Program and Student progress. Placement Site will notify appropriate University program in writing of any change or proposed change of the Placement Site Supervisor or designated contact person.

Programs as used herein and elsewhere in this agreement means active participation in the duties and functions of either classroom teaching, fieldwork experiences, practicum experiences, supervised teaching, or directed teaching, under the direct supervision and instruction of employees of the District holding a valid credential,

with a minimum of three years of exemplary experience as a classroom teacher, school counselor, school psychologist, or site administrator, issued by the California Commission on Teacher Credentialing.

13.a. Evaluation and Reporting. Placement Site will submit required reports on each Student's performance and will provide an evaluation to University on forms provided by University. Placement Site will notify University of any significant situation or problem that may threaten the successful completion of the Fieldwork Program by the Student.

b. Privacy of Education Records. Placement Site acknowledged that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Fieldwork Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the Student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the Student to participate in the Fieldwork Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information as required by a State, Federal or accreditation, or as otherwise required pursuant to law.

LIABILITY AND INDEMNIFICATION

14. Indemnification. The University agrees to indemnify, defend and hold harmless the Facility, its agents, officers, and employees from and against any liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from services performed by the University's enrolled students or University employees under this agreement.

TERM AND TERMINATION

15. Term. This Agreement is effective beginning July 1, 2023 to June 30, 2028. It will continue in effect for five years, unless terminated in accordance with Section 16. The parties may renew this Agreement for an additional five-year term by written agreement prior to the termination date.

16. Termination. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the

event an academic term/semester has commenced, such notice shall not become effective until the academic term/semester has concluded. Students in good standing currently participating in the Fieldwork Program that is in progress at the time of termination may complete that fieldwork experience.

16.1 Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption.

MISCELLANEOUS PROVISIONS

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

18. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

19. Governing Law. The parties’ rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.

20. Representatives. The parties designate an individual as their respective representative (each, a “Representative”) to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name: Stacy Toy	Name: Clinical Teaching Office
Address: 223 N. Jackson St.	Address: 1950 Third St.
Glendale, CA 91206	La Verne, CA 91750
Tel: 818-241-3111 ext. 1427	Tel: 909-448-4573
Email: stoy@gusd.net	Email: ctoffice@laverne.edu

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

21. Survival. University and Placement Site expressly intend and agree that Section 14 of this Agreement will survive the termination of this Agreement for any reason.

22. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

23. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

24. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

25. Arbitration. The validity, interpretation, and performance of this Agreement shall be governed by and construed by the laws of the State of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Los Angeles County, California.

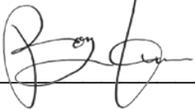
The following signatures hereby indicate approval of this Agreement:

UNIVERSITY OF LA VERNE

GLENDALE UNIFIED SCHOOL DISTRICT

(“University”)

(“District”)

By  _____

By _____

Dr. Roy Kwon, Ph.D.
Acting Provost

(Name)

(Title)

8/7/23

(Date)

(Date)

TITLE

Exhibit 1

Intern Credential Program Eligibility:

These programs permit the students to become eligible for the intern credential if the student has:

Multiple, PK-3, and Single Subject credential Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed the program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered employment as a classroom teacher in the credential subject area
8. U.S. Constitution
9. Speech

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University and the District.

Education Specialist Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered appropriate employment as either an education specialist, mild-moderate teacher or extensive needs support teacher depending on candidate's program
8. Complete previous experience in a special education classroom

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University and the District.

Educational Counseling Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school counselor

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

School Psychology Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school psychologist

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

Administrative Services Intern Eligibility

1. Preliminary or clear teaching credential or other appropriate credential
2. Admitted into program and completed program's prerequisite course requirements
3. Minimum three years teaching or other appropriate experience
4. Letters of recommendation
5. Personal statement
6. Been offered employment as a school administrator

The internship must be completed within two years of the eligibility date.

Interns are supervised by the University.

RESPONSIBILITIES OF PARTICIPATING PUBLIC SCHOOL DISTRICTS

The participating public school district has the following responsibilities:

1. To assist in the screening of interns;
2. To screen and employ qualified interns;
3. To determine the salary of each intern in accordance with district policies;
4. To identify and assign an individual who holds the appropriate valid California Credential (for the applicable program), to provide on-site supervision of the internship teacher, counselor, psychologist, or administrative services candidate throughout the internship experience.
5. To assume appropriate responsibilities for preparing the intern for full credentialing, including advising, supervising, evaluating and recommending the intern for the credential.
6. District shall assign each intern a site supervisor, who along with the University, shall supervise the intern on a regular basis, in order to fulfill Commission on Teacher Credentialing support hours.

EVALUATION

The Multiple, PK-3, and Single Subject Internship Program, Education Specialist Mild/Moderate or Extensive Support Needs Internship Program, Educational Counseling Intern Program, School Psychology Intern Program, and the Administrative Services Intern Program Evaluation Plan will be conducted by the

individual Departments of the LaFetra College of Education of the University of La Verne, in cooperation with approved participating public school districts. The evaluation plan will include the following components:

1. evaluation of candidates prior to admission to the program
2. continuing evaluation during the period of internship counseling
3. final evaluation prior to recommendation to CCTC
4. follow-up of graduates
5. evaluation of the program

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 27

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Agreement renewal with Raptor Technologies for Emergency Management System for GUSD Sites**

The Interim Superintendent recommends that the Board of Education approve an agreement renewal with Raptor Technologies to provide The Raptor Emergency Management web-based program to better manage emergency drills and active incidents from November 01, 2023 through October 31, 2024 for a total cost of \$88,050.00 paid from district safety funds.

The Raptor Emergency Management (REM) is a web-based program that assists school sites with managing emergency drills and actual emergencies. REM includes Raptor Drill Manager, Raptor Alert, Raptor Accountability, and Raptor Reunification. The integrated platform allows school sites to maintain real-time visibility during drills, active incidents, and reunification events to help them remain in complete control.

REM allows the incident commander to communicate the drill or emergency using a cell phone, laptop, or tablet device; communicate with every staff member on campus; account for staff and all students; manage missing students/staff; and most importantly, provide a platform to reunify students with parents with ease.

The 2023-2024 school year contract will be in effect from November 1, 2023 through October 31, 2024 for a total cost of \$88,050.00. The contract will be paid by Student Support Services through district safety funds.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE:11/01/2023
RENEWAL TERM: 12 Months (11/01/2023 – 10/31/2024)

THIS PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, TX 77092 ("Raptor"), and Glendale Unified School District having offices at 223 North Jackson St., Glendale, CA 91206 ("Customer").

"Terms" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the quote.

Fees. Customer will pay to Raptor fees which may include the Annual Software Access Fees and Software Licenses as set forth on the attached Quote and on the Invoice(s) during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

GLENDALE UNIFIED SCHOOL DISTRICT

Signed: [Signature]
Name: Jeff Christianson
Title: General Counsel
Date: 08/15/2023

Signed:
Name:
Title:
Date:

EXHIBIT A



Renewal Notice

Date 9/1/2023
Renewal # 61645
Start Date 11/1/2023
End Date 10/31/2024

"Protect Every Child, Every School, Every Day"

Bill To:
Glendale Unified School District
Accounts Payable
223 N. Jackson St
Glendale CA 91206

Ordered By:
Glendale Unified Schools

Table with 2 rows: Terms, RN N60

Main invoice table with columns: Description, Qty, Price, Amount. Rows include Annual Raptor Emergency Management Full Suite (4 Modules) and Raptor Visitor Management Annual Access Fee.

Subtotal \$88,050.00
Tax Total \$0.00
Total \$88,050.00

Email Renew@Raptortech.com for inquiries or to send POs

Remit Checks to:
Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458



Please reference invoice number(s) on all check payments.



GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 28

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED BY: David Greco, Chief Counsel and Business Operations Officer

SUBJECT: **Agreement with Fagen Friedman & Fulfrost LLP to Provide Legal Services for the District for 2023-24 School Year**

The Interim Superintendent recommends that the Board of Education approve an agreement with Fagen Friedman & Fulfrost LLP to provide legal services for the District for the 2023-24 school year.

It is recommended that Fagen Friedman & Fulfrost LLP be used to provide legal services to the District as needed. The agreement is available in the Business Services Department for review. As departments utilize services of this law firm, they will process the payments to the firms through the Purchase Orders and charge these services to appropriate account based upon the type of service provided (i.e., Business Services, Superintendent's Office, Educational Services, Human Resources, Planning and Development, Special Education, etc.).

TO SUPPORT 2023-24 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 29

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Reclassification of Student Records**

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

Education Code Section 35253 states that whenever the destruction of records of a district is not otherwise authorized or provided for by law, the governing board of the district may destroy such records of the district in accordance with regulations of the Superintendent of Public Instruction.

Education Code Section 49061 states that "Student Record" is any item of information directly related to an identifiable student, other than directory information, which is maintained by a school District or required to be maintained by an employee in the performance of the employee's duties whether recorded by handwriting, print, electronic, or other means. Student records include information relative to an individual student gathered within or without the school system and maintained within the school system, regardless of the physical form in which it is maintained and shall include the student's health record. Essential in this definition is the idea that any information, which is maintained for the purpose of second party review, is considered a student record. A student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district. The three classifications of records are as follows:

Mandatory Permanent Student Records are those records that the schools have been directed to compile by California statute authorization or authorized administrative directive. Each school district shall maintain indefinitely all mandatory permanent student records or an exact copy thereof for every student who was enrolled in a school program within said district. Such records shall include the following:

- a. Legal name of student
- b. Date of birth
- c. Method of verification of birth date
- d. Sex of student
- e. Place of birth
- f. Name and address of parent of minor student
 - (1) Address of minor student if different from the above
 - (2) An annual verification of the name and address of the parent and the residence of the student
- g. Entering and leaving dates for each school year and for any summer session or other extra session
- h. Subjects taken during each year, half-year, summer session, or quarter
- i. The mark or credits toward graduation allowed for work taken if marks or credits are given
- j. Verification of or exemption from required immunizations
- k. Date of high school graduation or equivalent
- l. CAHSEE

Education Code Section 35254 states that the governing board of any school district may make microfilm or photographic copies of any records of the district. The original records may then be destroyed.

Mandatory Interim Student Records are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed as per California statute, regulations, or authorized administrative directive. Such records include the following:

- a. A log or record identifying those persons (authorized school personnel), agencies, or organizations requesting or receiving information from the record.
- b. Health information, including Child Health Developmental Disabilities Prevention Program, verification, or waiver.
- c. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.
- d. Language training records.
- e. Progress slips and grades received in courses of instruction.
- f. Parental restrictions regarding access to directory information or related stipulations.

- g. Parent, guardian, or adult student rejoinders to challenged records and to disciplinary action.
- h. Parental authorizations or prohibitions of student participation in specific programs.
- i. Results of standardized tests administered within the preceding three years.
- j. Work permits/permits to employ.
- k. Absence slips and verifications.
- l. Suspension notices and expulsion records.
- m. Independent study evaluation and findings according to Education Code, Section 51747(b).

California Code of Regulation, Title 5, Section 437 (c) provides that Mandatory Interim Student Records of students no longer in school may be destroyed in the third year following their classification as Class 3, Disposable.

Permitted Records are those student records, which districts may maintain for appropriate educational purposes. Such records may include:

- a. Objective counselor and/or teacher ratings
- b. Standardized test results older than three years
- c. Routine discipline data
- d. Verified reports of relevant behavioral patterns
- e. All disciplinary notices
- f. Attendance records not covered in Code of Regulations, Title 5, 400

California Code of Regulation, Title 5, Section 437 (d) provides that Permitted Records of Students no longer in school may be destroyed after six months following the pupil's completion of or withdrawal from the educational program.

All of the records shown below are either: (1) obsolete Mandatory Interim Student Records, which will be destroyed three years following Board Action to reclassify (summer of 2025); or (2) Permitted Records, which may be destroyed six months after the student leaves the District:

SCHOOL	# OF BOXES	RECORD TYPE	YEAR(S)
ELEMENTARY SCHOOLS			
Columbus	9	Mandatory Interim Records	2020-21
Jefferson	5	Mandatory Interim Records	2020-21
La Crescenta	2	Mandatory Interim Records	
MIDDLE SCHOOLS			
Roosevelt	3	Mandatory Interim Records	2019-21
Rosemont	86	Mandatory Interim Records	2019-21
Wilson	3	Mandatory Interim Records	2019-21
HIGH SCHOOLS			
Clark Magnet	15	Mandatory Interim Records	2019-21
Crescenta Valley	2	Mandatory Interim Records	2020-2021
Daily/Verdugo Academy	3	Mandatory Interim Records	2019-20
Glendale	37	Mandatory Interim Records	2020-21
Hoover	15	Mandatory Interim Records	2019-20

TO SUPPORT 2023-2024 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

September 12, 2023

CONSENT CALENDAR NO. 30

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Services Agreement Harmony Psychotherapy, Inc. for Tobacco Use Prevention Education (TUPE) Program for SY 2023-24**

The Interim Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Harmony Psychotherapy, Inc. to provide tobacco use prevention and cessation services to students at all nine (9) secondary (middle and high) schools within the District.

Violet Mesrkhani, Ph.D., a licensed clinical psychologist and Chief Executive Officer (CEO) of Harmony Psychotherapy, Inc., has been providing tobacco intervention and cessation classes to students who are “at-risk” and smokers, at Roosevelt, Rosemont, Toll, and Wilson Middle Schools, as well as Clark Magnet, Crescenta Valley, Daily, Glendale, and Hoover High Schools since 2010 through the 2022-23 school year. In addition, Dr. Mesrkhani provides anti-tobacco information to students, parents, and staff by conducting special anti-tobacco use presentations and parent outreach through meetings and attendance during Back-to-School Nights and Open House events at any of these secondary schools upon request. Dr. Mesrkhani works directly with school administration and the designated TUPE site coordinator at each of the respective secondary schools.

Student Support Services will once again contract with Harmony Psychotherapy, Inc. for the 2023-24 school year. Harmony Psychotherapy, Inc. will provide tobacco intervention and cessation classes to students at all secondary schools either in-person in their classrooms or via Zoom. Services provided will be funded by the Tobacco Use Prevention Education (TUPE) grant, in the total amount of \$29,520.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and _____, 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 _____ and will diligently perform as required and complete performance by _____.

2. **Scope of Services**

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: _____.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. **Notice**

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

District:

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

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)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to

the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: _____

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

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: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

ADDENDUM B

“Cost Proposal”

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:

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

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

Date: _____

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: _____

EXHIBIT “F”

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

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

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 31

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

PREPARED BY: Dr. Stepan Mekhitarian, Director, Innovation, Instruction, Assessment and Accountability

SUBJECT: **Approval of Memorandum of Understanding Between Glendale Unified School District, Glendale Community College District and Reading & Math, Inc., DBA Ampact**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding between the Glendale Unified School District, Glendale Community College, and Reading & Math, Inc., DBA Ampact to provide Reading Corps reading intervention support to Gr. K-3 students at 13 GUSD elementary school sites.

For the 2023-24 academic year, GUSD will partner with Reading & Math, Inc. (DBA Ampact) to bring Reading Corps reading intervention support to GUSD students in K-3 at 13 school sites. These services will be offered free of charge and will be completed by trained Glendale Community College (GCC) students. In addition, schools will receive \$3,000 each to compensate GUSD personnel for supervisory duties related to the program. A three-way Memorandum of Understanding (MOU) will be signed by GUSD, GCC and Ampact to solidify roles. The District hopes to expand this program to all elementary schools once additional tutors become available.

Reading Corps is an evidence-based, people-powered program that can meet the needs of all students. The program trains tutors to deliver the critical literacy skills elementary students need. Tutors deliver research-based interventions to kindergarten through third grade students in pairs or one-on-one, targeting phonemic awareness, phonics, and fluency. Tutors are trained in 10 scripted, evidence-based interventions delivered in daily 20-minute sessions. Reading Corps is an AmeriCorps program that has the power to dramatically improve student outcomes and help students who need it most, regardless of background or where they live.

Following is the list of the initial 13 school sites at which the program will be implemented:

Balboa	La Crescenta
Cerritos	Mann
Columbus	Marshall
Edison	Muir
Glenoaks	R.D. White
Jefferson	Verdugo Woodlands
Keppel	

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 1: Maximize Student Achievement
– Close the digital and equity gap; offer robust academic programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2023-2024 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; increase school connectedness, trust, and understanding for students, parents, and families; and strengthen relationships with families and school communities.

**COLLEGE CORPS @ GCC
OFF-CAMPUS FELLOW PLACEMENT AGREEMENT**

PURPOSE

This agreement is entered into between **Glendale Community College** "GCC", herein known as the "Institution," and **Glendale Unified School District, "GUSD,"** hereinafter known as the "Organization" and **Reading & Math, Inc.,** DBA Ampact, hereinafter known as the "Program", a:

- Federal, State, or local public agency
- Private nonprofit organization (attached copy of articles of incorporation)
- Public nonprofit organization (attach copy of IRS 403B nonprofit status)

for the purpose of providing volunteer opportunity to students eligible for the GCC College Corps Fellowship Program.

LOCATION

College Corps Fellowship volunteering will take place at **schools based in Glendale, CA served by Glendale Unified School District.**

UNDERSTANDING

In accordance with the Higher Education Act and federal regulations, GCC and the Organization agree to the following guidelines for placement of students in the GCC College Corps Fellowship Program at the Organization's site.

Documents to be attached to this agreement must be signed by an authorized official of GCC and the Organization and must set forth:

- A. Brief descriptions of the work to be performed by College Corps Fellows under this agreement;
- B. The total number of College Corps Fellows to be placed at site location
- C. The average number of hours per week each College Corps Fellows will volunteer.
- D. The total length of time the project is expected to run.

College Corps Fellows will be made available to the organization by GCC to perform specific work assignments. College Corps Fellows may be removed from work on a particular assignment or from the organization by the Institution, either on its own initiative or at the request of the organization. The Organization agrees that no College Corps Fellows will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of

_____ / GCC MOU 2023-2024

1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

INSTITUTION'S ROLES AND RESPONSIBILITIES

Glendale Community College will:

- A. Set forth College Corps Fellows pay schedules and terms of fellowship.
- B. Provide the following:
 - a. Recruit and screen potential College Corps Fellows for placement at the Organization's site.
 - b. Provide T.B. testing and background check for College Corps Fellows as needed.
- C. Develop and distribute evaluation forms.
- D. Processing time sheets and payroll.
 - a. Maintain time sheet and payroll records for each College Corps Fellows registered under this contract.
- E. Provide site visits throughout the academic year to the Organization.

ORGANIZATION'S ROLES AND RESPONSIBILITIES

The Organization will:

- A. Designate an employee as the Internal Coach to provide on-site supervision, coaching, and training of College Corps Fellows volunteering under this contract.
- B. Monitor and verify that all hours submitted are accurate and within the guidelines set forth in this contract and are in compliance with CV College Corps regulations.
- C. Make available to Program some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. The full scope of data collection and data privacy are outlined in Exhibit A (Reading Corps Addendum)
- D. Remit to GCC in a timely manner, the salary reimbursements and administrative fees as set out in the attachment of this contract.
- E. Ensure that College Corps Fellows will not engage or participate in any of the following while serving in the capacity of their work:
 - a. Engaging in any political activities designed to effect legislation or the outcome of any election to political office;
 - b. Organizing protests, petitions, boycotts, or strikes;
 - c. Promoting, deterring or assisting in union activities;
 - d. Providing religious instruction or maintenance of a facility used for religious worship, conducting services of worship, or engaging in any other religious activity as part of their duty;
 - e. Providing a direct service to any for-profit organization or entity.

PROGRAM (Reading & Math, Inc. DBA Ampact) ROLES AND RESPONSIBILITIES

The Program will:

- A. Train all College Corps Fellows to implement the Reading Corps model with fidelity, as outlined in the attached Exhibit A (Reading Corps Addendum).
- B. Provide access to the Reading Corps Data Management System, a secure, online data management system for tracking tutoring and student progress.
- C. Assign a Coaching Specialist to support Organization and Institution in implementing Reading Corps, including the review of student graphs, selection of appropriate students and interventions, and observations to ensure fidelity to the program.

COMPENSATION

Compensation of College Corps Fellows for work performed on a project under this agreement will be disbursed by GCC. All payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws, will be made by GCC.

The Organization will not have any compensation responsibilities as the College Corps Fellows will be placed and compensated at no cost to the Organization.

TRANSPORTATION

Transportation for College Corps Fellows to and from their volunteer assignment will not be provided by either GCC or the Organization.

Transportation is the responsibility of the College Corps Fellows and will not be provided by either GCC or the Organization.

AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised with the written consent of all parties. All agreed upon changes must be signed and attached to this original agreement

or they will not be considered valid.

AUTHORIZATION

Glendale Community College and the Organization hereby acknowledge by their signatures that they have read, understood, and agree to the terms of the document and any attachments.

Glendale Unified School District (Organization)

Organization Representative Name: [Kelly King](#) (kking@gusd.net)

Organization Representative Title: [Assistant Superintendent](#)

Organization Representative Signature:

Glendale Community College (Institution)

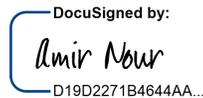
Institution Representative Name: [Nane Kakosian](#) (nanek@glendale.edu)

Institution Representative Title: [Interim Program Manager](#)

Institution Representative Signature: 42ECFD2235294D2...

Institution Representative Name: [Amir Nour](#) (amir@glendale.edu)

Institution Representative Title: [Interim Program Manager](#)

Institution Representative Signature: D19D2271B4644AA...

Reading & Math, Inc., DBA Ampact (Program)

Institution Representative Name: [Sadie O'Connor](#) (sadie.oconnor@ampact.us)

Institution Representative Title: [Managing Director](#)

Institution Representative Signature: F79FB2870B21429...

Attachment

**COLLEGE CORPS @ GCC
OFF-CAMPUS FELLOW PLACEMENT AGREEMENT**

Compensation Schedule

This compensation agreement is between **Glendale Community College** District (institution) and **Glendale Unified School District** (organization) .

Period covering this schedule: From: **August 23, 2023** to: **July 31, 2024** .

Total number of College Corps Fellow volunteers: **15**

Average number of volunteer hours per week per College Corps Fellow: **10-12**

Brief description of types of tasks that will be performed by the College Corps Fellows at this placement site:

Tutoring students K-3 for foundational literacy skills

Days/times you are requesting College Corps Fellows to be at placement site?

During the school day, on a consistent schedule

On-site staff representative who will supervise the work of the fellows and sign-off on their time-sheets:

To be provided by GUSD

As part of the program budget provided by the State of California, funding is available for partial reimbursement of staff time used to provide on-site supervision of GCC College Corps Fellows. Reimbursement for on-site supervisors' salaries/benefits will be **\$3000 per College Corps Fellows at your site**. Sites will be required to submit invoices to GCC, including backup documentation/General Ledgers for payment. **Seeking a reimbursement will NOT negatively impact the number of Fellows placed at your site. **

Glendale Unified School District (Organization)

Organization Representative Name: [Kelly King](#) (kking@gusd.net)

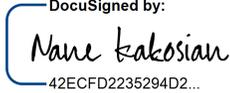
Organization Representative Title: [Assistant Superintendent](#)

Organization Representative Signature:

Glendale Community College (Institution)

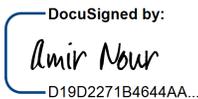
Institution Representative Name: [Nane Kakosian](#) (nanek@glendale.edu)

Institution Representative Title: [Interim Program Manager](#)

Institution Representative Signature: 42ECFD2235294D2...

Institution Representative Name: [Amir Nour](#) (amir@glendale.edu)

Institution Representative Title: [Interim Program Manager](#)

Institution Representative Signature: D19D2271B4644AA...



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Reading Corps for the 2023-2024 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

A. **Program Model.** The service site agrees to implement the Reading Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Reading Corps is called a tutor. Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.
2. **Interventions and Assessments:** Tutors are responsible for delivering Reading Corps interventions to a minimum caseload of students for 20 minutes per student per day in pairs or one-on-one, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:
 - i. Maximize student service, each tutor should have a minimum caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the number of hours per week required of their commitment level.
 - iv. Include sufficient time for tasks outside of tutoring, to include:
 1. Data entry and responding to email (must be done at the service site)
 2. Meetings and/or coaching sessions
 3. Preparation time for tutoring sessions
 4. Time to complete online training
4. **Internal Coach Role:** The Service Site is responsible for designating an Internal Coach to provide support and oversight to the Reading Corps tutor. Internal Coaches will uphold the Reading Corps model through regular tutor observations and review of student data to facilitate data-based decision making. The Internal Coach acts as a liaison between school staff, the tutors, families, and the program.
5. **Content Specialist Role:** The Reading Corps program assigns a Coaching Specialist to support the school in implementing Reading Corps. The

Coaching Specialist meets with the Internal Coach and Reading Corps tutor on an as needed basis (as often as monthly) to review student graphs, select appropriate interventions, and ensure fidelity to the program.

B. Data Collection and Data Privacy

1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Reading Corps program will collect and record additional protected data as they implement the Reading Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.
- iv. In providing Reading Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Reading Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Reading Corps.
- v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.

2. Data required from Service Site: The Service Site will ensure all requested student data are provided to Reading Corps in a timely manner, and that all students served by Reading Corps complete assessments administered by the tutor(s).

3. Data collected by tutors: Reading Corps tutors and/or coaches collect the following data throughout the school year:

- i. **Student assessment data:** Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by the program. Students tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.

- ii. **Tutor log data:** Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week. Reading Corps tutors will be responsible for entering this data into the Reading Corps Data Management System weekly.
- iii. **Fidelity data:** Internal Coaches and Coaching Specialists will be responsible for using the assessment integrity checklists to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Reading Corps Fidelity Checklists to observe tutors using the prescribed interventions to ensure fidelity. Internal Coaches will observe tutors twice per month.

Certificate Of Completion

Envelope Id: E779997C74174BC7B18675F5B8F1F1DB
 Subject: Signature for MOU needed: new tutoring program with GCC and Ampact
 Source Envelope:
 Document Pages: 10 Signatures: 5
 Certificate Pages: 2 Initials: 0
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

 Envelope Originator:
 Ampact
 1200 Washington Ave S
 Minneapolis, MN 55415
 sites@ampact.us
 IP Address: 24.177.100.94

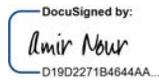
Record Tracking

Status: Original Holder: Ampact Location: DocuSign
 8/23/2023 1:00:42 PM sites@ampact.us

Signer Events

Amir Nour
 amir@glendale.edu
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D19D2271B4644AA...

Timestamp

Sent: 8/24/2023 4:45:39 PM
 Viewed: 8/24/2023 6:43:22 PM
 Signed: 8/24/2023 6:44:03 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.102.215.101

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kelly King
 kking@gusd.net
 Assistant Superintendent
 Security Level: Email, Account Authentication (None)

Sent: 8/23/2023 1:00:43 PM
 Viewed: 8/23/2023 5:51:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nane Kakosian
 nanek@glendale.edu
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 42ECFD2235294D2...

Sent: 8/24/2023 4:45:38 PM
 Viewed: 8/24/2023 4:47:27 PM
 Signed: 8/24/2023 4:49:14 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.102.215.114

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sadie O'Connor
 sadie.oconnor@ampact.us
 Managing Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F79FB2870B21429...

Sent: 8/24/2023 4:45:39 PM
 Viewed: 8/24/2023 4:54:02 PM
 Signed: 8/24/2023 4:54:06 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.209.50.132

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Audrey Borland audrey.borland@ampact.us Executive Director of California Programs Reading & Math, Inc. DBA Ampact Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/24/2023 4:45:40 PM Viewed: 8/25/2023 4:33:27 PM
Stephan Mekhitarian smekhitarian@gusd.net Assistant Superintendent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/24/2023 4:45:40 PM Viewed: 8/24/2023 4:46:23 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2023 1:00:43 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Envelope Updated	Security Checked	8/24/2023 4:45:37 PM
Certified Delivered	Security Checked	8/24/2023 4:54:02 PM
Signing Complete	Security Checked	8/24/2023 4:54:06 PM
Payment Events	Status	Timestamps

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 32

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Community Partnership Between Glendale Unified School District and Homenetmen Glendale Ararat for an ASES Program at Wilson Middle School**

The Interim Superintendent recommends that the Board of Education enter into a local agreement with Homenetmen Glendale Ararat to operate an ASES (After School Education and Safety) Program on campus at Wilson Middle School for the 2023-2024 school year.

In order to provide sufficient afternoon coverage for the Child Development and Child Care (CDCC) Program, it has been determined that GUSD will renew its community partnership with Homenetmen Glendale Ararat. GUSD continues to struggle with the statewide shortage of school employees, necessitating Homenetmen Glendale Ararat to continue to provide the support that is needed at Wilson Middle School for the 2023-2024 school year.

Homenetmen Glendale Ararat will operate an ASES Program for students in grades 6-8 from school dismissal to 6:00 p.m. on school days. The CDCC department and Homenetmen Glendale Ararat will work collaboratively to ensure safe and quality programming for all students enrolled.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENDALE UNIFIED SCHOOL DISTRICT
AND
HOMENETMEN GLENDALE ARARAT**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into on ____ day of August 2023 (“Effective Date”), between the GLENDALE UNIFIED SCHOOL DISTRICT, a California public school district (“District”), and Homenetmen Glendale Ararat, a California non-profit corporation (“Community Partner”) (collectively referred to as “Parties”), for the purpose of providing an After School Education and Safety (“ASES”) program for District students during non-school hours (“ASES Program”).

RECITALS

- A. The District is willing to grant Community Partner a license for the non-exclusive use of facilities at identified school campuses within the District for the purpose of Community Partner to operate an ASES Program.
- B. Community Partner desires and agrees to operate an ASES Program, as defined herein, at Wilson Middle School (“School Site”) serving students in grades 6 - 8.

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

1. **Grant of License and Use of School Site Facilities.** The District grants a non- exclusive license to Community Partner to use School Site’s facilities for the limited purposes of operating an ASES Program. Any reference to Community Partner’s use of the School Site shall include use by Community Partner’s employees, contractors, volunteers or invitees.
2. **ASES Program.** In exchange for the non-exclusive license, Community Partner will operate an ASES Program on the School Site. Community Partner will supply the staff, materials, and program management and supervision to operate an ASES Program. Community Partner will work collaboratively with the District on program progress. Community Partner agrees to provide a high-quality program consistent with the guidelines established by the District and the Community Partner for this program. In operating the ASES Program, the Community Partner will have the following responsibilities:
 - a. Community Partner will develop, in consultation with the District, an evaluation plan to monitor the quality of the ASES programs provided, and will report program attendance to the District monthly, ten days after the end of the previous month.
 - b. Community Partner will distribute daily nutritional snacks provided by the District for participating students.
 - c. Coordinate the homework support and enrichment/recreational components of the afterschool program (including homework assistance, mathematics, reading, English, science, music, art, physical fitness activities, etc.) at the School Site.
 - d. Supply and maintain an accurate daily sign-in and sign-out log for all students enrolled in the ASES Program as well as have a staff member review and verify actual attendance rosters against all sign-in/sign-out logs.

- e. Ensure students are signed-in and signed-out in accordance with their parent/guardian consent.
- f. An ASES Program will begin the first day of the District's school year and conclude on the last day of the District's school year. Program operations cannot be cancelled without approval of the School Site's administrators and the District.
- g. Hire, train, and supervise site staff, including the program leaders, with input from District staff. Community Partner will staff programs at school sites at the ratio of 20 children to 1 adult for grades 6-8.
- h. Attending Glendale Unified School District Child Development and Child Care Department's Professional Development Day four (4) hour training prior to the opening of the school year (currently scheduled for August 14, 2023) by both Community Partner supervisors and staff to implement Glendale Unified School District Child Development and Child Care Department Staff Procedures (attached hereto as Exhibit 1) to ensure consistency among ASES programs districtwide.
- i. Seek regular input and take general direction from principals (or District designee), District ASES Site Leader, and District Program Supervisor.
- j. Provide workers' compensation insurance for Community Partner's employees and agents as required by law.
- k. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by Community Partner or its employees under this Agreement.
- l. Submit orders for program materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum, to be ordered by the District.
- m. Participate in all cross training for site coordinators and site staff.
- n. Complete site emergency plans and related staff training.
- o. Maintain ongoing communication between Community Partner staff and District staff at the School Site regarding student needs and progress, including but not limited to attendance at school-day meetings and/or meetings with identified District personnel where appropriate.
- p. Coordinate recreational afterschool program activities with District staff at the School Site to assure program supports current academic goals of teachers and administrators where appropriate.
- q. Provide homework support and other enrichment activities specifically supporting classroom curriculum and academic goals.
- r. Foster communication with and involvement of parents through parent orientations, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTA and parallel after school programs).
- s. Recruit and train volunteers to lower the student/adult ratios in the program.
- t. Regularly attend and participate in scheduled governance and operations meetings.
- u. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
- v. Provide documentation and findings of annual independent audits.

- w. Retain source documents related to attendance tracking for not less than five years.
- x. After school programs shall commence daily according to each school site's regular and early release bell schedule. After school programming shall end daily at 6:00 p.m.

3. California Expanded Learning Opportunities Program Eligible Pupils. Under California Education section 46120, the District must offer to all unduplicated pupils (i.e., Free/Reduced Lunch and English Language Learners) ("Eligible Pupil") in classroom-based instructional programs in kindergarten and grades 1 to 6, inclusive, access to expanded learning opportunity programs, including no cost after school programs. Upon the District's identification of Eligible Pupils under California's Expanded Learning Opportunities Program, the District shall to notify the Community Partner of all Eligible Pupils enrolled in Community Partner's ASES Program.

4. Compensation. The District agrees to pay the Community Partner for services rendered pursuant to this Agreement a total sum amount of Fifty Three Thousand Two Hundred Eighty Three Dollars and Eight Cents (\$53,283.08). The payment shall be made in four (4) equal installments within thirty (30) days of receipt of an invoice from Community Partner. Community Partner shall invoice the District for Thirteen Thousand Three Hundred Twenty Dollars and Seventy Seven Cents (\$13,320.77) on the following dates: September 10, 2023; December 10, 2023; March 10, 2024; and June 10, 2024. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

5. Community Partner's Employee Processing.

- (i) **Employee Eligibility Verification:** Community Partner 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 agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Community Partner 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. Community Partner shall retain all such documentation for all covered employees for the period prescribed by the law. Community Partner 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 Community Partner 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 agreement.
- (ii) **Fingerprinting and Criminal Background Check:** Community Partner 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. Community Partner shall not staff the summer program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). Community Partner shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the summer program.
- (iii) **Tuberculosis Clearance:** Community Partner 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.

6. California State Licensing. Community Partner shall operate a recreational enrichment program per California Health and Safety Code section 1593.793, which is a license-exempt program.
7. Term. The term of this Agreement shall extend from July 1, 2023 until June 30, 2024 (“Term”), unless mutually extended in writing by both parties.
8. Conditions of Facility Use.
- (a) Repair of Facilities. Community Partner shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the School Site’s facilities by Community Partner, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the District. Community Partner shall notify District immediately of any damage caused to the School Site’s facilities. In the event that Community Partner fails to repair or replace the School Site’s facilities, District may, at District’s sole discretion, undertake any repair or replacement of the School Site’s facilities and Community Partner shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.
- (b) Maintenance and Clean Up of Facilities. District shall provide custodial and routine maintenance services during the Term of the Agreement. Community Partner shall be responsible for the full and complete cleanup of the School Site’s facilities and any other portion of the School Site used by Community Partner, its employees, volunteers or invitees at the close of each and every day, leaving it in a comparable state as existed prior to Community Partner’s activities. As used herein, the term “cleanup” shall mean putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities.
- (c) Hazardous Materials. Under no circumstances during the term of this Agreement shall Community Partner use or cause to be used at the School Site any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Community Partner store or dispose of any such substances or materials at the School Site. Notwithstanding the foregoing, Community Partner may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of operation of the ASES Program.
- (d) Non-Interference with District Activities. This Agreement shall not grant Community Partner, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.
- (e) Signage. Community Partner shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the School Site without District’s prior written consent, which consent is at the District’s sole discretion.
- (f) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the School Site will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the School Site. The District shall provide Community Partner with two (2) sets of keys necessary to access the School Site. Gate key requires a Two Hundred Dollar (\$200.00) deposit. Each key copy shall be provided at a cost of Five Dollars (\$5.00) per key.
- (g) Parking. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking.

(h) Utilities. District shall be responsible for payment of all utilities associated with operation and use of the Facilities during the term of this Agreement.

(i) Conduct of Community Partner, Employees, Volunteers and Invitees. Community Partner shall insure that all employees, contractors, volunteers, invitees, and all others in attendance have appropriate background and medical clearance and will adhere to proper standards of public conduct and comply with all District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the School Site. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Community Partner is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, students and/or invitees, the District reserves the right to remove said individual, and/or require Community Partner to remove said individual from the District's School Site and prohibit future access to the School Site.

9. Independent Contractor. Community Partner is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and Community Partner or any of Community Partner's agents or employees. Nothing herein contained shall be construed as creating any partnership, joint venture or other agreement between the District and Community Partner. Community Partner assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. Community Partner, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

All persons employed by Community Partner in the performance of services and functions with respect to this Agreement shall be deemed employees of Community Partner and no Community Partner employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Community Partner employees have any District pension, civil service, or other status while an employee of Community Partner.

10. Indemnification. Community Partner shall indemnify, pay for the defense of, and hold harmless the District, its board members, officers, agents, employees, students and invitees ("District Parties") of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the negligent or willful acts and/or omissions of Community Partner, its agents, officers, employees, contractors, volunteers, guests or invitees ("Community Partner Parties") in rendering any services hereunder. Community Partner shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Community Partner or any employee of Community Partner and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with Community Partner's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless Community Partner Parties of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District Parties' negligent or willful acts and/or omissions in relation to this Agreement.

11. Insurance. During the entire term of this Agreement, Community Partner shall procure, pay for and keep in full force and effect the following types of insurance:

(i) Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, Community Partner under this Agreement. All insurance policies shall state the name of the insurance carrier and name the District as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.

(ii) Sexual Abuse and Molestation Insurance Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate.

(iii) Workers' Compensation in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the District prior to the commencement of services under this agreement. Community Partner agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the District thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Community Partner agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

12. Assignability. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Community Partner without the prior written consent of the District.

13. Data Sharing. The District agrees to comply with all reasonable requests by Community Partner and to provide access to all documents and electronic student data reasonably necessary for the performance of Community Partner's duties under this Agreement. Community Partner agrees to abide by all confidentiality policies related to student data enforced by the District.

14. Termination. Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that Community Partner is in default of its obligations under this Agreement, the District must provide Community Partner with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to Community Partner.

At any time during the performance of this Agreement, either the District or Community Partner, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, Community Partner shall retain fees earned through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to the fee schedules.

15. Non-Solicitation of Employees. The Parties acknowledge that each of them has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees. Both Parties further acknowledge that each of them has a legitimate expectation that their employees will continue their employment and career development with them during and after the Term of this Agreement, which gives each of them a significant business advantage. During the Term of this Agreement, the Parties will be entrusted with access to the personal contact data for each of their respective employees. The Parties acknowledge that their respective legitimate interests would be impaired if the other were to solicit and recruit each other's personnel to leave their employment during or after the term of this Agreement. To protect these interests, the Parties agree that, for a period of six months after termination of this Agreement for any reason, such the Parties will not, without the prior written consent of the other party hereto, directly or indirectly, solicit to employ any employee of the each other with which they have had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either party from making general public solicitations for employment for any position or from employing any employee of the other who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

16. Nondiscrimination. In utilizing the Agreement, Community Partner shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

17. Submittal of Documents. Community Partner shall not commence the services under this agreement until the Community Partner 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
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- Governor Executive Order N-6-22 (Attached as Exhibit E)

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

19. Severability. If any provision in 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 without being impaired or invalidated in any way.

20. Legal Interpretation of Instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

22. Notices. Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

Homenetmen Glendale Ararat 3347 N. San Fernando Los Angeles, CA 90065	Glendale Unified School District 223 N. Jackson St. Glendale, CA 91206
---	--

23. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by the District's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Glendale Unified School District	Homenetmen Glendale Ararat
By:	By: <i>SERGE GRAKASIAN</i>



EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

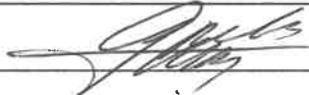
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8-9-23

Name of Contractor: HOMENETMEN GLENDALE ARARAT

Signature: 

Print Name and Title: SERGE GRAKASIAN - EXECUTIVE DIRECTOR

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: ALINA PASHAI

Title: PROGRAM COORDINATOR

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: 8-9-23

Name of Contractor or Company: HOMENETMEN GLENDALE ARARAT

Representative's Name and Title: SERGE GRAKASIAN

Signature: 

EXHIBIT "C"

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

(Public Contract Code section 7106)

The undersigned declares:

I am the EXECUTIVE DIR. of HOMENETMEN, the party making the foregoing bid.
GLENDALE ARARAT

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 August 9 [date], at LOS ANGELES [city], CA [state].



Signature

SERGE GRAKASIAN

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 HOMENETME (GLENDALÉ ARARAT) ("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.

Name of Contractor: HOMENETMEN GLENDALÉ ARARAT

Signature: 

Print Name and Title: SERGE GRAKASIAN, EXECUTIVE DIRECTOR

Date: 8-9-23

EXHIBIT "E"
GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

Name of Contractor: HOMENETMEN GLENDALE ARARAT

Signature: 

Print Name and Title: SERGE GRAKASIAN

Date: 8-9-23

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 33

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

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

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

SUBJECT: **Approval of Community Partnership Between Glendale Unified School District and the YMCA of the Foothills for Child Care**

The Interim Superintendent recommends that the Board of Education enter into a local agreement with the YMCA of the Foothills to provide child care on the campuses at Dunsmore and Mountain Avenue Elementary Schools for the 2023-2024 school year.

Glendale Unified School District will enter into a partnership with the YMCA of the Foothills to provide child care on the campuses at Dunsmore and Mountain Avenue Elementary School in order to meet the needs of families requesting child care. GUSD continues to struggle with the statewide shortage of school employees, necessitating the YMCA of the Foothills to continue to provide the support that is needed at Dunsmore and Mountain Avenue Elementary Schools for the 2023-2024 school year.

The YMCA of the Foothills will provide child care for students in grades 1-6 from school dismissal until 6:00 p.m. on school days, at a cost of \$270 per month. The YMCA of the Foothills will be responsible for charging and collecting fees from the families they will serve, as well as for staffing the program. The District will use Expanded Learning Opportunities Program (ELO-P) funds to pay for child care for students who meet ELO-P qualifications and are utilizing child care with GUSD's community partners.

The Child Development and Child Care (CDCC) department and the YMCA of the Foothills will work collaboratively to ensure safe and quality programming for all students enrolled in child care.

TO SUPPORT 2023-2024 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

**MEMORANDUM OF UNDERSTANDING AND LICENSE AGREEMENT
FOR USE OF SCHOOL SITES
BETWEEN
GLENDALE UNIFIED SCHOOL DISTRICT
AND
YMCA OF THE FOOTHILLS**

THIS MEMORANDUM OF UNDERSTANDING AND LICENSE AGREEMENT (“Agreement”) is entered into on ____ day of August 2023 (“Effective Date”), between the GLENDALE UNIFIED SCHOOL DISTRICT, a California public school district (“District”), and YMCA of the Foothills, a California non-profit corporation (“Licensee”) (collectively referred to as “Parties”), for the purpose of providing recreational afterschool program services for District students during non-school hours (“Recreational After School Program Services”).

RECITALS

- A. The District is willing to grant Licensee a license for the non-exclusive use of facilities at identified school campuses within the District for the purpose of Licensee to operate Recreational Afterschool Program Services.
- B. Licensee desires and agrees to operate Recreational Afterschool Program Services, as defined herein, at Mountain Avenue Elementary School and Dunsmore Elementary School (“School Sites”) serving students in grades 1 – 6.

AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

1. Grant of License and Use of School Site Facilities. The District grants a non-exclusive license to Licensee to use School Sites’ facilities for the limited purposes of operating Recreational Afterschool Program Services. Any reference to Licensee’s use of the School Sites shall include use by Licensee’s employees, contractors, volunteers or invitees.
2. Recreational Afterschool Program Services. In exchange for the non-exclusive license, Licensee will operate Recreational Afterschool Program Services on the School Sites. Licensee will supply the staff, materials, and program management and supervision to operate the Recreational Afterschool Program Services. Licensee will work collaboratively with the District on program progress. Licensee agrees to provide a high-quality program consistent with the guidelines established by the District and the Licensee for this program. In operating the Recreational Afterschool Program Services, the Licensee will have the following responsibilities in support of the expanded learning programs:
 - a. Licensee will collect fees from participating families at the rate of Two Hundred Seventy Dollars (\$270.00) per month per child for Recreational Afterschool Program Services. Licensee will afford scholarships and/or discounted rates for families with more than two children enrolled in the program. The entire fee will be collected whether child attends a single day or entire month. Licensee will consult with the District to approve the proposed fee schedule and will seek approval prior to making any future changes to the fee schedule.
 - b. Licensee will develop, in consultation with the District, an evaluation plan to monitor the quality of the expanded learning programs provided, and will report program attendance to the District monthly, ten days after the end of the previous month.
 - c. Licensee will provide daily nutritional snacks for participating students.

- d. Coordinate the homework support and enrichment/recreational components of the afterschool program (including homework assistance, mathematics, reading, English, science, music, art, physical fitness activities, etc.) at the School Sites.
- e. Supply and maintain an accurate daily sign-in and sign-out log for all students enrolled in the Recreational Afterschool Program as well as have a staff member review and verify actual attendance rosters against all sign-in/sign-out logs.
- f. Ensure students are signed-in by staff member and signed-out by parent/guardian or an approved adult on the emergency card at least 18 years of age or older.
- g. Recreational Afterschool Program Services will begin the first day of the District's school year and conclude on the last day of the District's school year. Program operations cannot be cancelled without approval of the School Sites' administrators and the District.
- h. Recreational Afterschool Program Services outside of the District's traditional calendar school year may be operated with the approval of the District.
- i. Hire, train, and supervise site staff, including the site coordinators and program leaders, with input from District staff. Licensee will staff programs at school sites at the ratio of 10 children to 1 adult for grades TK/K and 20 children to 1 adult for grades 1-6.
- j. Attending Glendale Unified School District Child Development and Child Care Department's Professional Development Day four (4) hour training prior to the opening of the school year (currently scheduled for August 15, 2023) by both Licensee supervisors and staff to implement Glendale Unified School District Child Development and Child Care Department Staff Procedures (attached hereto as Exhibit 1) to ensure consistency among Recreational Afterschool Program Services districtwide.
- k. Seek regular input from principals (or District designee) regarding performance evaluations, including recommendations and feedback on site staff.
- l. Provide workers' compensation insurance for Licensee's employees and agents as required by law.
- m. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by Licensee or its employees under this Agreement.
- n. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by Licensee as its intellectual property.
- o. Participate in all cross training for site coordinators and site staff.
- p. Complete site emergency plans and related staff training.
- q. Maintain ongoing communication between Licensee staff and District staff at the School Sites regarding student needs and progress, including but not limited to attendance at school-day meetings and/or meetings with identified District personnel where appropriate.
- r. Coordinate recreational afterschool program activities with District staff at the School Sites to assure program supports current academic goals of teachers and administrators where appropriate.
- s. Provide homework support and other enrichment activities specifically supporting classroom curriculum and academic goals.
- t. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTA and parallel after school programs).

- u. Recruit and train volunteers to lower the student/adult ratios in the program.
- v. Regularly attend and participate in scheduled governance and operations meetings.
- w. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
- x. Provide documentation and findings of annual independent audits.
- y. Retain source documents related to attendance tracking for not less than five years.
- z. After school programs shall commence daily according to each school site's regular and early release bell schedule. After school programming shall end daily at 6:00 p.m.

3. California Expanded Learning Opportunities Program Eligible Pupils. Under California Education section 46120, the District must offer to all unduplicated pupils (i.e., Free/Reduced Lunch and English Language Learners) ("Eligible Pupil") in classroom-based instructional programs in kindergarten and grades 1 to 6, inclusive, access to expanded learning opportunity programs, including no cost after school programs. Upon the District's identification of Eligible Pupils under California's Expanded Learning Opportunities Program, the District shall to notify the Licensee of all Eligible Pupils enrolled in Licensee's Recreational Afterschool Program, Licensee shall not seek any payment directly from any Eligible Pupil, and District shall directly pay the Licensee the monthly enrollment fee of Two Hundred Seventy Dollars (\$270.00) on behalf of all Eligible Pupils. Licensee shall submit a single monthly invoice to the District for all Eligible Pupils' monthly fees. The District shall make payment within thirty (30) days of receipt of a monthly invoice.

4. Licensee's Employee Processing.

- (i) **Employee Eligibility Verification:** Licensee 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 agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Licensee 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. Licensee shall retain all such documentation for all covered employees for the period prescribed by the law. Licensee 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 Licensee 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 agreement.
- (ii) **Fingerprinting and Criminal Background Check:** Licensee 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. Licensee shall not staff the summer program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). Licensee shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the summer program.

- (iii) **Tuberculosis Clearance:** Licensee 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.

5. California State Licensing. Licensee shall operate a recreational enrichment program per California Health and Safety Code section 1593.793, which is a license-exempt program.

6. License Fee. Licensee shall pay the District a License Fee of One Dollar and Zero Cents (\$1.00) per School Site, for use of the facilities between July 1, 2023 and June 30, 2024. License Fee payments are due on or before July 1, 2022. The License Fee is inclusive of maintenance, custodial and utility costs.

7. Term. The term of this Agreement shall extend from July 1, 2023 until June 30, 2024 ("Term"), unless mutually extended in writing by both parties.

8. Conditions of Facility Use.

(a) Repair of Facilities. Licensee shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the School Sites' facilities by Licensee, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the District. Licensee shall notify District immediately of any damage caused to the School Sites' facilities. In the event that Licensee fails to repair or replace the School Sites' facilities, District may, at District's sole discretion, undertake any repair or replacement of the School Sites' facilities and Licensee shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Maintenance and Clean Up of Facilities. District shall provide custodial and routine maintenance services during the Term of the Agreement. Licensee shall be responsible for the full and complete cleanup of the School Sites' facilities and any other portion of the School Sites used by Licensee, its employees, volunteers or invitees at the close of each and every day, leaving it in a comparable state as existed prior to Licensee's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities.

(c) Hazardous Materials. Under no circumstances during the term of this Agreement shall Licensee use or cause to be used at the School Sites any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Licensee store or dispose of any such substances or materials at the School Sites. Notwithstanding the foregoing, Licensee may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of operation of Recreational Afterschool Program Service.

(d) Non-Interference with District Activities. This Agreement shall not grant Licensee, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.

(e) Signage. Licensee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the School Sites without District's prior written consent, which consent is at the District's sole discretion.

(f) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the School Sites will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the School Sites. The District shall provide Licensee with two (2) sets of keys necessary to access the School Sites.

Gate key requires a Two Hundred Dollar (\$200.00) deposit. Each key copy shall be provided at a cost of Five Dollars (\$5.00) per key.

(g) Parking. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking.

(h) Utilities. District shall be responsible for payment of all utilities associated with operation and use of the Facilities during the term of this Agreement.

(i) Conduct of Licensee, Employees, Volunteers and Invitees. Licensee shall insure that all employees, contractors, volunteers, invitees, and all others in attendance have appropriate background and medical clearance and will adhere to proper standards of public conduct and comply with all District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the School Sites. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Licensee is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, students and/or invitees, the District reserves the right to remove said individual, and/or require Licensee to remove said individual from the District's School Sites and prohibit future access to the School Sites.

9. Independent Contractor. Licensee is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and Licensee or any of Licensee's agents or employees. Nothing herein contained shall be construed as creating any partnership, joint venture or other agreement between the District and Licensee. Licensee assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. Licensee, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

All persons employed by Licensee in the performance of services and functions with respect to this Agreement shall be deemed employees of Licensee and no Licensee employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Licensee employees have any District pension, civil service, or other status while an employee of Licensee.

10. Indemnification. Licensee shall indemnify, pay for the defense of, and hold harmless the District, its board members, officers, agents, employees, students and invitees ("District Parties") of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the negligent or willful acts and/or omissions of Licensee, its agents, officers, employees, contractors, volunteers, guests or invitees ("Licensee Parties") in rendering any services hereunder. Licensee shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Licensee or any employee of Licensee and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with Licensee's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless Licensee Parties of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District Parties' negligent or willful acts and/or omissions in relation to this Agreement.

11. Insurance. During the entire term of this Agreement, Licensee shall procure, pay for and keep in full force and effect the following types of insurance:

(i) Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, Licensee under this Agreement. All insurance policies shall state the name of the insurance carrier and name the District as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.

(ii) Sexual Abuse and Molestation Insurance Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate.

(iii) Workers' Compensation in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the District prior to the commencement of services under this agreement. Licensee agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the District thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Licensee agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

12. Assignability. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Licensee without the prior written consent of the District.

13. Data Sharing. The District agrees to comply with all reasonable requests by Licensee and to provide access to all documents and electronic student data reasonably necessary for the performance of Licensee's duties under this Agreement. Licensee agrees to abide by all confidentiality policies related to student data enforced by the District.

14. Termination. Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that Licensee is in default of its obligations under this Agreement, the District must provide Licensee with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to Licensee.

At any time during the performance of this Agreement, either the District or Licensee, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, Licensee shall retain fees earned through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to the fee schedules.

15. Non-Solicitation of Employees. The Parties acknowledge that each of them has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees. Both Parties further acknowledge that each of them has a legitimate

expectation that their employees will continue their employment and career development with them during and after the Term of this Agreement, which gives each of them a significant business advantage. During the Term of this Agreement, the Parties will be entrusted with access to the personal contact data for each of their respective employees. The Parties acknowledge that their respective legitimate interests would be impaired if the other were to solicit and recruit each other's personnel to leave their employment during or after the term of this Agreement. To protect these interests, the Parties agree that, for a period of six months after termination of this Agreement for any reason, such the Parties will not, without the prior written consent of the other party hereto, directly or indirectly, solicit to employ any employee of the each other with which they have had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either party from making general public solicitations for employment for any position or from employing any employee of the other who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

16. Nondiscrimination. In utilizing the Agreement, Licensee shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

17. Submittal of Documents. Licensee shall not commence the services under this agreement until the Licensee 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
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- Governor Executive Order N-6-22 (Attached as Exhibit E)

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

19. Severability. If any provision in 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 without being impaired or invalidated in any way.

20. Legal Interpretation of Instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

22. Notices. Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

YMCA of the Foothills 1930 Foothill Blvd La Canada Flintridge CA 91011	Glendale Unified School District 223 N. Jackson St. Glendale, CA 91206
--	--

23. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by the District's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

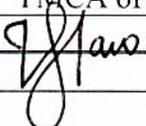
Glendale Unified School District	YMCA of the Foothills
By: _____	By:  _____

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

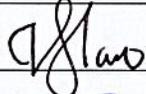
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 8/14/23

Name of Contractor: YMCA OF THE FOOTHILLS

Signature: 

Print Name and Title: Vince Iuculano - 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: Vince Iaculano

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: 8/14/23

Name of Contractor or Company: JMCA of The Foothills

Representative's Name and Title: Vince Iaculano - CEO

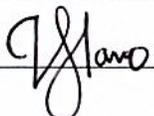
Signature: 

EXHIBIT "C"

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

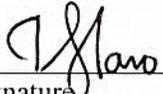
The undersigned declares:

I am the CEO of YMCA of the Rockies 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 8/14/23 [date], at Lacandade [city], California [state].
Final Use


Signature

Vince Iuculano
Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

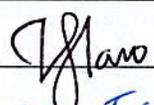
I am a representative of the TUCA of the Foothills ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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.

Name of Contractor: TUCA of the Foothills

Signature: 

Print Name and Title: Vince Iaculano CEO

Date: 8/14/23

EXHIBIT "E"

GOVERNOR EXECUTIVE ORDER N-6-22

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

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

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

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

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

Name of Contractor:

TUCA of the Feathers

Signature:

Vince

Print Name and Title:

Vince Iaccarano - CEO

Date:

8/14/23

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 34

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: **Acceptance of Gifts**

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

- a. Dunsmore Elementary School Foundation wishes to donate to the District \$1,106.32 to purchase a deluxe aluminum frame marker board to be used by the orchestra at Dunsmore Elementary School.
- b. FACE Foundation wishes to donate to the District through the Educational Services Department \$4,000.00 to pay for operating services for the French Dual Immersion Program at Franklin Elementary School.
- c. Mark Keppel Elementary PTA wishes to donate to the District \$9,600.00 to pay for field trip transportation services for use at Mark Keppel Elementary School.
- d. Vikash Ahir and Purvi Ahir wish to donate to the District \$15,000.00 to pay for the staff lounge remodel and supplies at Rosemont Middle School.
- e. Janet Seo wishes to donate to the District \$10.00 to purchase a yearbook at Rosemont Middle School.
- f. Blackbaud Giving fund wishes to donate to the District \$46.16 to purchase materials and supplies for use at R.D. White Elementary School.
- g. Soul Shoppe Programs wishes to donate to the District \$2,500.00 to pay for stipends for Peacemaker Training Coaching for two teachers at R.D. White Elementary School.
- h. American Heart Association wishes to donate to the District \$100.00 to purchase supplies for use at Valley View Elementary School.
- i. Valley View Education Foundation wishes to donate to the District \$1,765.92 to reimburse transportation costs at Valley View Elementary School.
- j. Frances Elaine Murphy wishes to donate to the District various musical instruments for use by middle school students within Glendale Unified.

GLENDALE UNIFIED SCHOOL DISTRICT

September 12, 2023

CONSENT CALENDAR NO. 35

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED BY: David Greco, Chief Counsel and Business Operations Officer

SUBJECT: **Rejection of Claim**

The Interim Superintendent recommends that the Board of Education reject Claim #013-000438, and refer the claim to the District's claims administrator for processing in accordance with applicable laws.

TO SUPPORT 2023-2024 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.