

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

BOARD OF EDUCATION
AGENDA

November 28, 2017
Meeting No. 13
Regular Meeting

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

**BOARD OF EDUCATION MEETING NO. 13
Administration Center**

November 28, 2017

"Preparing our students for their future."

Please Note Times	
4:00 P.M. -	Opening, Public Communications (on closed session items only)
	Closed Session
5:00 P.M. -	Regular Meeting, Student Board Member Report, Public Communications, 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 accommodations. In accordance with the Brown Act revisions; public records relating to a Board meeting agenda item that are distributed to at least a majority of Board members less than 72 hours before a regular meeting, may be inspected by the public at the District administrative offices during regular business hours (8:00 a.m. to 4:00 p.m.).

AGENDA

ITEM

PAGE

A. OPENING - 4:00 P.M.

1. Call to Order and Roll Call

B. COMMUNICATIONS FROM PUBLIC - (on Closed Session items only)

1. Public Communications

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 by completing a request card. Speakers are requested to state their name and address prior to speaking to the Board. Not more than five minutes may be allotted to each speaker and no more than twenty minutes to each subject, except by unanimous consent of the Board of Education. 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.

C. CLOSED SESSION

1. Instructing designated representative, Mr. Winfred B. Roberson, Jr., Superintendent of Schools, regarding collective bargaining matters pursuant to Government Code §54957.6.

C. CLOSED SESSION - continued

2. **Personnel matters relating to the appointment, employment or evaluation of school based and non-school based district management positions pursuant to Government Code §54957.**
3. **Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957.**
4. **Conference with Legal Counsel - Anticipated Litigation significant exposure to litigation pursuant to subdivision (d)(2) of section 54956.9: One potential case.**

D. RETURN TO REGULAR MEETING - 5:00 P.M.

1. **Call to Order**
2. **Pledge of Allegiance led by Arpa Shahbazian, a 12th grade student from Glendale High School**
3. **Certification of Compliance**

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

4. **Approval of Agenda Order**

E. STUDENT BOARD MEMBER REPORT

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

F. COMMUNICATIONS FROM PUBLIC

1. **Public Communications**

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 by completing a request card. Speakers are requested to state their name and address prior to speaking to the Board. Not more than five minutes may be allotted to each speaker and no more than twenty minutes to each subject, except by unanimous consent of the Board of Education. 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.

G. INFORMATION

1. **Proposed Adoption of Resolution - Consolidating Board of Education Elections with Statewide Election** **9**

This report will provide the Board of Education information on consolidating future Board of Education Elections with the Statewide Election in 2020 and the process for a charter amendment.

2. **Acknowledgements of Service** **15**

The resignations and retirements of the employees listed have been accepted by the Assistant Superintendent, Human Resources, as effective and final per Board Policy 4117.2, 4217.2, and 4317.2, and are being reported to the Board of Education for its information.

G. INFORMATION - continued

- 3. Local Control Accountability Plan (LCAP) Update #7 17**
- This report is to provide an update on the 2017-2018 Local Control Accountability Plan (LCAP), Glendale Unified School District's (GUSD) "Roadmap to Success" focusing on A-G completion rates and new local accountability indicators on California School Dashboards.
- 4. Proposed Attendance Calendars for 2018-2019 and 2019-2020 School Years 20**
- This report provides the Board of Education with the proposed student attendance calendars for elementary and secondary for the 2018-2019 and 2019-2020 school years.
- 5. Update on Measure S and Facility Programs and Prioritization of Unallocated Funds 25**
- There will be a presentation including an update on the Superintendent's Facility Advisory Committee meeting, a review of the action items on the agenda, as well as a discussion of future items that will be brought to the Board for consideration. Staff will also review project allocations for Clark Magnet STEM Building, Hoover High Aquatic, Crescenta Valley High Aquatic, Crescenta Valley High bleachers, HVAC at P.E. Coaches Offices, and Districtwide Voice Amplification.
- 6. Update on 2017-18 and 2018-19 Solvency Plans 27**
- This report provides an update on the 2017-18 Solvency Plan and an opportunity for the Board to discuss the District's Solvency Plan for 2018-19.
- 7. College Savings Plans and Financial Literacy 28**
- This report provides the Board with information regarding a new State program to encourage families to build individual college savings plans as well as resources being considered for inclusion in the curriculum for financial literacy.
- 8. Proposed New and Revisions to Existing Board Policies Relating to Philosophy, Goals, Objectives and Comprehensive Plans, Community Relations, Business and Noninstructional Operations, Instruction, and Bylaws of the Board 30**
- This report will provide the Board of Education with information on the need to create new or revise existing Board Policies BP/AR 0520.1 (Title I Improvement Schools); BP 1312.3 (Uniform Complaint Procedures); BP 3513.9 (Use of Unmanned Aerial Systems (UAS)/Drones); BP 3513.4 (Drug and Alcohol Free Schools); BP 6141.2 (Recognition of Religious Beliefs and Customs); BP 6145.5 (Student Organizations and Equal Access); and BP 9323 (Meeting Conduct) as recommended by the California School Board Association (CSBA) and to comply with Education Code and federal and state laws.
- 9. Proposed Secondary Mathematics Pathways for Grades 6-12 64**
- This report will inform the Board of Education on the proposed secondary mathematics pathway for Grades 6-12 to transition from a traditional pathway and into an integrated mathematics pathway.
- 10. Proposed Supplementary Textbook for Use in High Schools in the Area of English 72**
- The proposed supplementary textbook, "The Hundred-Year Walk: An Armenian Odyssey," is submitted for review and discussion by the Board of Education. The book has been reviewed for content and evaluated by members of the English Curriculum Study Committee. In accordance with Glendale Unified School District Board Policy 6161.1, the textbook was available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbook to the Board of Education.

G. INFORMATION - continued

11. Proposed Course of Study Outlines for Use in Middle Schools and High Schools in the Area of Career Technical Education (CTE) 73

The proposed course of study outlines, Intro to Computers & Technology; Design 5-6; Computer Animation 5-6; Sports Medicine; and Advanced Sports Medicine are submitted for review and discussion by the Board of Education. The course outlines have been reviewed for content and evaluated by members of the Career Technical Education Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

12. Agreement for Professional Services and Lease with Enterprise Fleet Management 121

This report will provide the Board of Education with information regarding a professional services agreement and 60-month lease with Enterprise Fleet Management Inc. that includes a replacement and maintenance program of the District's Facility vehicles.

H. ACTION

1. Proposition 39 Amendments - California Energy Commission (CEC) 15% Deviation Amendment Requirements Between Allocated Funding or Quantities and Completion Values 122

The Superintendent recommends that the Board of Education approve the amendments of multiple completed projects from the combined Year 2 & 3 and Year 4 Proposition 39 Energy Expenditure Plan for an adjustment totaling \$371,793.05.

2. Approval of New Budget Allocation for Two (2) Additional Portables at Balboa Elementary School 124

The Superintendent recommends that the Board of Education approve a new budget allocation for two (2) additional portables at Balboa Elementary School in the amount of \$500,000.00.

3. Approval of Independent Contractor Agreement (ICA) No. 438 with NAC Architecture to Design Two (2) Permanent Relocatable Classrooms at Balboa Elementary School 125

The Superintendent recommends that the Board of Education approve an Independent Contractor Agreement (ICA) No. 438 with NAC Architecture to design two (2) permanent Relocatable Classrooms at Balboa Elementary School in the amount of \$49,470.

4. Approval of Amendment No. 4 to Project Authorization No. 15 with Osborn/NAC Architects for Design of Overcrowding Relief Grant (ORG) for 2-Story Building at Balboa Elementary School 139

The Superintendent recommends that the Board of Education approve Amendment No. 4 to Project Authorization No. 15 with Osborn/NAC Architects for the Design of Overcrowding Relief Grant (ORG) 2-Story Building at Balboa Elementary School.

5. Approval of Independent Contractor Agreement Nos. 430 thru 435 with Covergint Technologies for the Installation of Security Surveillance Systems at Various Schools 143

The Superintendent recommends that the Board of Education approve Independent Contractor Agreements (ICA's) No. 430 thru 435 with Covergint Technologies for the installation of Security Surveillance Systems at various schools for a cumulative cost of \$58,524.99.

H. ACTION - continued

- 6. Approval of Amendment No. 1 to Independent Consultant Agreement No. 271 with MTGL Inc., for Verdugo Woodlands Elementary ORG Specialty Inspection Services 258**
- The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 271 with MTGL Inc., for Verdugo Woodlands Elementary ORG Specialty Inspection Services in the amount of \$100,477.50.
- 7. Award of Bid No. 159-17/18 for Site Improvements at Franklin Elementary School 272**
- The Superintendent recommends that the Board of Education award Bid No. 159-17/18 for Site Improvements at Franklin Elementary School to Chalmers Construction Services Inc. in the amount of \$199,500.00.
- 8. Approval of Memorandum of Understanding with CTE TEACH Site 273**
- The Superintendent recommends that the Board of Education approve a Memorandum of Understanding between Glendale Unified School District and CTE TEACH Site and that the Assistant Superintendent, Human Resources be authorized to execute the Agreement.
- 9. Approval of Extended Campus Agreement with Tufts University 278**
- The Superintendent recommends that the Board of Education approve an Extended Campus Agreement between Glendale Unified School District and Tufts University and that the Assistant Superintendent, Human Resources be authorized to execute the Agreement.
- 10. Contract Approval - Assistant Superintendent, Educational Services 289**
- The Superintendent recommends that the Board of Education approve the employment contract for Dr. Kelly King, Assistant Superintendent, Educational Services.

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 293**
- The Superintendent recommends that the Board of Education approve the Minutes, as listed.
- a. Regular Meeting No. 12 November 7, 2017
- 2. Certificated Personnel Report No. 9 302**
- The certificated report recommends approval of the following:
- Maternity leaves of absence, change of maternity leaves of absence, extension of maternity leaves of absence, health leaves of absence, family & medical leave of absence, change of family & medical leaves of absence, extension of family & medical leaves of absence, a parental leave of absence, change of parental leaves of absence, a general purpose leave of absence, a military leave of absence, additional assignments, a voluntary increase in assignment, an election to management position, elections, elections hourly/daily, revision to previous personnel reports, personal services agreements and conference/workshop/meeting authorizations.

I. CONSENT CALENDAR - continued

- 3. Classified Personnel Report No. 8 323**
- The classified report recommends approval of the following:
- Family & medical leave of absence; family & medical leave of absence - intermittent; medical leave of absence; extension of medical leave of absence; change of medical leave of absence; extension of maternity leave of absence; military leave of absence; election from eligibility list; reclassification; termination - probationary; additional assignment temporary - at established rate of pay; change of assignment; revision to previous personnel reports; election of classified hourly substitutes; election of classified/non-classified/hourly substitutes; and personal services agreements.
- 4. Warrants 336**
- The Superintendent recommends that the Board of Education approve Warrants totaling \$18,236,861.38 for October 1, 2017 through November 21, 2017.
- 5. Purchase Orders 341**
- The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$1,012,126.05 for the period of October 23, 2017 through November 10, 2017.
- 6. Appropriation Transfer and Budget Revision Report 364**
- Budget revisions and transfers reflect changes to existing budget appropriations necessitated by increases or decreases to previously established income and expenditure account. The Education Code requires Board of Education approval of all budget revisions and the transfer of fund between major expenditure accounts.
- 7. Super Co-Op – USDA Foods Cooperative 371**
- The Superintendent recommends that the Board of Education approve a new contract with the Super Co-Op for USDA foods.
- 8. Approval of Notice of Completion with Lundgren Management for the Overcrowding Relief Grant (ORG) Projects at Balboa and R.D. White Elementary Schools 384**
- The Superintendent recommends that the Board of Education approve Notice of Completion with Lundgren Management for the Overcrowding Relief Grant (ORG) Projects at Balboa and R.D. White Elementary Schools.
- 9. Approval of Notice of Completion with Oceanstate Development Inc. for Bid No. 143-16/17 for the EEELP Bungalow Relocation at Franklin Elementary School 387**
- The Superintendent recommends that the Board of Education approve the Notice of Completion with Oceanstate Development Inc. for Bid No. 143-16/17 for the EEELP Bungalow Relocation at Franklin Elementary School in the amount of \$254,113.44.
- 10. Approval of Notice of Completion with Chalmers Construction Services Inc. for Bid No. 115-15/16 for the Overcrowding Relief Grant (ORG) 1-Story Building at Lincoln Elementary School 389**
- The Superintendent recommends that the Board of Education approve the Notice of Completion with Chalmers Construction Services Inc. for Bid No. 115-15/16 for the Overcrowding Relief Grant (ORG) 1-Story Building at Lincoln Elementary School in the amount of \$6,088,207.41.

I. CONSENT CALENDAR - continued

11. Authorization to Dispose of Surplus Property 391

The Superintendent recommends that the Board of Education declare obsolete textbooks located at Clark Magnet and Glendale High Schools, and computer desks located at Daily High School, as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

12. Approval of Agreement for Transportation Services with American Logistics Company, LLC 398

The Superintendent recommends that the Board of Education approve a transportation services agreement with American Logistics Company, LLC as supplemental services for existing transportation needs.

13. Approval of Contract with Peachjar 416

The Superintendent recommends that the Board of Education approve a no cost contract with Peachjar for distribution of flyers Districtwide.

14. Approval of Revisions to Board Policies Relating to Business and Non-Instructional Operations, Community Relations, and Personnel 419

The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 3290 (Gifts, Grants and Bequests); BP 1325 (Advertising and Promotion); BP 4140/4240/4340 (Bargaining Units) and BP 4315 (Evaluation/Supervision) as recommended by the California School Boards Association and to comply with Education Code and federal and state laws.

15. Acceptance of California Partnership Academy Grants 433

The Superintendent recommends that the Board of Education approve the acceptance of California Partnership Academy Grants of \$74,970 each for the Glendale High School Construction and Technology Academy; the Glendale High School Cosmetology Business and Industry Academy; and the Crescenta Valley High School Academy of Science and Medicine.

16. Revised Course Outline Titles for Use in High Schools in the Area of Career Technical Education 434

The Superintendent recommends that the Board of Education approve the revisions to the course outline titles for use in high schools in the area of Career Technical Education.

17. Acceptance of Gifts 454

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

J. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

K. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBJECT: **The California Voter Participation Rights Act – Senate Bill 415**

This report provides an opportunity for the Board to discuss adopting a plan as mandated by Senate Bill 415, the California Voter Participation Rights Act, which becomes effective January 1, 2018.

On September 1, 2015, Governor Brown signed into law Senate Bill 415, requiring school districts that hold their elections on odd-numbered years to change to a statewide election date if the voter turnout in past local elections has resulted in a “significant decrease in voter turnout.” A “significant decrease in voter turnout” is defined as at least 25 percent less than the average voter turnout for the previous four statewide elections within the political subdivision.

The average voter turnout in Glendale based on the previous four primary, general, and municipal elections are as follows:

Average GUSD April election turnout (2011, 2013, 2015, 2017)	21.89%
Glendale average turnout for statewide (June) primary elections*	28.22%
Glendale average turnout for statewide (November) general elections*	53.11%

*(Based on 2010, 2012, 2014, 2016 data)

Clarification was sought from the State Attorney General’s Office as to whether this law applies to Charter cities, including when Board of Education elections are governed and contained in the city charter (as in the case for GUSD). On July 11, 2017, Xavier Becerra, Attorney General, opined that the Act does apply to charter cities and to local school districts whose elections are governed by city charters. Currently, the City of Glendale conducts its general municipal election on the first Tuesday after the first Monday in April on odd-numbered year.

In order to avoid potential liability, GUSD must either consolidate to even-year elections by the date of its first election after January 1, 2018 or adopt a plan to consolidate by that date. If a district adopts a plan to consolidate by 2018, the consolidation must occur by November 8, 2022. When a school board consolidates its election, the term of office of all current board members shall be extended accordingly (Ed Code §10404.5g).

To move governing board elections from odd to even years, the Board must adopt a resolution and submit a request to shift our election to the Los Angeles County Board of Supervisors. The request must be submitted no later than 240 days before the election in question. The County Board of

Supervisor will need to approve the request. If approved, the county elections official is required to notify all voters in the district by mail of the change at the district's expense.

Attached is a draft of a resolution approving the rescheduling of Governing Board Member elections from odd to even number elections commencing with the 2020 governing board election.

Option A (Primary Election - March of even years)

Option A extends the terms for Board members elected in April 2015 (two seats) by 11 months to coincide with the proposed statewide primary election date in March 2020. Also, it extends the terms for those elected in 2017 (3 seats) by 11 months to coincide with the statewide primary election date in March 2022.

Option B (General Election – November of even years)

Option B, extends the terms for those elected in April 2015 (two seats) by 19 months to coincide with the proposed statewide general election date in November 2020. Also, it extends the terms for those elected in 2017 (3 seats) by 19 months to coincide with the proposed statewide general election date in November 2022.

<i>BOARD MEMBER</i>	<i>CURRENT ELECTION YEAR</i>	<i>NEW ELECTION YEAR</i>
Trustee Area B (Krikorian)	2017	2022
Trustee Area C (Gharpetian)	2017	2022
Trustee Area D (Sahakian)	2017	2022
Trustee Area A (Freemon)	2015	2020
Trustee Area E (Nahabedian)	2015	2020

The City of Glendale and the Glendale Community College District (GCCD) are also affected by this law as their voter turnout similarly falls short of the state measure. At the November 7, 2017 City Council meeting, the City Council voted to proceed to take the necessary steps to change the City elections to coincide with the statewide primary election date scheduled for March 2020. The arguments in favor of moving to the November date were that the March statewide primary election will have fewer issues presented to the voters which will allow more attention to local issues. Also, council members were not comfortable extending their terms of office by 19 months rather than the 11 required by the March election date. By law, no incumbent elected official's term can be shortened so all terms will be extended to coincide with the new election date.

Additionally, the City Council adopted a resolution directing staff to prepare the necessary ballot and charter amendment language to be placed on the ballot for the statewide primary election in June 2018. The City Council further directed the city attorney to prepare any ancilliary charter amendment language for council review that may be necessary to make the Charter internally consistent.

According to the City Clerk's Office as stated in its report to the city council, "It is important to note that there is no obligation for Glendale Unified School District or Glendale Community College District to comply with City Council decision to move to consolidate their elections with

the March statewide primary election. Education Code sections 5000 and 5017 provide that school and community college elections are held in November of odd numbered years. However, GUSD runs its elections concurrently with the City per the City Charter and GCCD was determined to be one of the few California community colleges that conduct its own election outside of November because of a state law (SB 1277) and a subsequent local proposition (Measure X) which was voted on and passed locally November 4, 1980.”

From a cost perspective, moving the GUSD elections to a statewide election date will mean the GUSD board elections would be consolidated with Los Angeles County upon approval of the Los Angeles County Supervisors and would be administered by the Los Angeles County Registrar – Recorder/County Clerk’s Office. The County estimate of election costs for the City, GUSD, and GCCD consolidating in March is approximately \$250,000 and for November would be approximately \$235,000. The most recent Municipal election held in April 2017 cost a total of \$594,000 for all three entities elections. GUSD paid \$101,143.38 for the election consolidated costs, plus \$4492.37 for election notice postcards associated with the municipal election in 2017.

The GCCD, at its meeting on November 21, 2017, presented information to its trustees as a first reading.

It is recommended that the Board determine holding its election beginning in 2020 concurrent with the Statewide General Primary Election in March **or** the Statewide General Election in November. Based on the direction from the Board, a resolution will be presented to the Board for final adoption at the December 12, 2017 Board meeting.

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT APPROVING THE RESCHEDULING OF GOVERNING BOARD MEMBER ELECTIONS FROM ODD YEAR TO EVEN YEAR ELECTIONS COMMENCING WITH THE 2020 GOVERNING BOARD ELECTION

WHEREAS, Section 1001 of the California Elections Code (“Elections Code”) establishes that elections held in June and November of even-numbered years are statewide general elections; and

WHEREAS, the current date for election of Governing Board members of the Glendale Unified School District is every two (2) years on the first Tuesday after the first Monday in April of odd-numbered year; and

WHEREAS, Section 14050 of the Elections Code (commonly known as the “California Voter Participation Rights Act”) prohibits any political subdivision of the State to hold elections on dates other than a statewide general election date in even numbered years if those previous non-concurrent elections have resulted in a significant decrease in voter turnout; and

WHEREAS, the District has undertaken an analysis of the voter turnout rates and has determined that there exists a significant decrease in voter turnout in odd-numbered years as compared to statewide general election dates; and

WHEREAS, Section 14050 of the Elections Code requires political subdivisions of the state to adopt a plan not later than January 1, 2018, to consolidate a future election with a statewide general election in even numbered years not later than the November 8, 2022 statewide general election date; and

WHEREAS, Section 1302(b)(1) of the Elections Code authorizes a school board to voluntarily change the regular election cycle for its members to occur on the same day as the statewide primary election, the statewide general election or the general municipal election by adopting an appropriate resolution, subject to approval by the county board of supervisors (“Board of Supervisors”); and

WHEREAS, changing the election date for school Board elections to even-numbered years and consolidating Board elections with local municipal and statewide general elections will promote increased voter participation in school board elections as voter turnout is ordinarily higher in statewide elections, and changing the election date will also minimize or avoid increased election costs to the District; and

WHEREAS, with the approval of the County Board of Supervisors, the election date for Board members will be moved from April of odd number years to *(November or March)* of even numbered years commencing in 2020 extending the term of office for those elected in 2015 and 2017 (i.e. The expiration date of Trustee Areas A and E shall change from 2019 to 2020; the expiration date of Trustee Areas B, C, and D shall change from 2021 to 2022). Thereafter, a new

four-year term for each trustee shall be created to align the election cycle to the statewide general (or primary) election dates.

NOW, THEREFORE, BE IT RESOLVED, that the Glendale Unified School District Governing Board adopts this Resolution to consolidate the election date for members of the Governing Board with the date of the statewide elections in (*November or March*) of even-numbered years pursuant to Section 1302(b) of the Elections Code; and

BE IT FURTHER RESOLVED, that the Superintendent is directed to submit this Resolution to the Los Angeles County Board of Supervisors no later than 240 days before the date of the currently scheduled April 2021 Board election; and

BE IT FURTHER RESOLVED, that within 60 days from the date the District submits this Resolution to the Los Angeles County Board of Supervisors, the Board of Supervisors is requested, by this Resolution, to approve the Resolution; and

BE IT FURTHER RESOLVED, that the District requests the Board of Supervisors post the required public notices of the proceeding in which this Resolution is to be considered for adoption by the Board of Supervisors, as provided by Section 25151 of the Government Code, including providing notice of all affected voters; and

BE IT FURTHER RESOLVED, if the consolidation of election is approved by the Board of Supervisors, all incumbent Board member terms shall be extended by (*19 months or 11 months*) and the term for each new Board member shall begin a new four-year cycle on the same dates as the statewide general election dates, as described above in this Resolution; and

BE IT FURTHER RESOLVED, that the Superintendent is directed to prepare and present to this Board for consideration and adoption all necessary changes to the District Board Policies and/or Administrative Regulations as a result of the adoption of this Resolution; and

BE IT FURTHER RESOLVED that the Superintendent and/or his designee are hereby authorized to take such other action or steps necessary to carry out the intent of this Resolution.

ADOPTED, SIGNED and APPROVED this _____ day of _____ of _____.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Nayiri Nahabedian, President, Board of Trustees
Glendale Unified School District

CVPRA RECAP

- September 1, 2015 – Governor Brown signed into law the California Voter Participation Rights Act (CVPRA)
- July 13, 2017 – State Attorney General Becerra’s Office issued Opinion No. 16-603, which concluded the CVPRA does apply to charter cities and to local school districts whose elections are governed by City Charters
- November 7, 2017 – City Council voted to comply with CVPRA and directed staff to prepare a proposed charter amendment to change the date of the city’s general municipal election to the March 2020 election cycle.
- December 12, 2017 – GUSD to vote on adopting a resolution
- January 1, 2018 – Deadline to adopt a plan to comply with CVPRA
 - Exact details not necessary for Plan
 - Statement that a charter amendment to comply with CVPRA will be submitted to the voters for approval
- June 5, 2018 – Target date for Charter Amendment measures submitted to the voters

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources/Director of Classified Personnel

SUBJECT: ACKNOWLEDGEMENTS OF SERVICE

The resignations of the following employees have been accepted by the Assistant Superintendent, Human Resources, as effective and final per Board Policy 4040, and are being reported to the Board of Education as information only - no action required:

Resignations:

1. Cortez, Kelsie Effective 11/08/17
Education Assistant I
Edison Elementary School
2. Grafius, Jennifer Effective 11/09/17
Education Assistant ASES/RAP Site Leader
Dunsmore Elementary School
3. Henin, Enas Effective 11/03/17
Education Assistant Intensive Support
Special Education Department
4. Over, John Effective 6/03/17
Teacher
Clark Magnet High School
5. Rodriguez-Padilla, Gioconda Effective 12/15/17
Director, Procurement & Contract Services
Procurement & Contract Services Department
6. Sanchez, Martha Effective 11/08/17
Education Assistant ASES/RAP Site Leader
Cerritos Elementary School

Retirements:

1. Dorton, Kirk
Custodian I
Crescenta Valley High School
Effective 12/30/17
30 years, 1 month of service
2. Gonzales, Ronald
Custodian II
Edison Elementary School
Effective 12/30/17
39 years, 2 months of service
3. Mehrabians, Jenia
Senior Administrative Secretary
Daily High School
Effective 3/03/18
15 years, 8 months of service
4. Perez, Luis
Grounds Supervisor
Facility & Support Operations Department
Effective 12/09/17
29 years, 3 months of service
5. Sarmiento, Jose
Equipment Operator II
Facility & Support Operations Department
Effective 12/30/17
41 years, 3 months of service

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 3

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education
Dr. Lena Richter, Director, Categorical Programs
Dr. Stepan Mekhitarian, Coordinator III, Assessment and Accountability

SUBJECT: Local Control Accountability Plan (LCAP) Update #7

This report is to provide an update on the 2017-2018 Local Control Accountability Plan (LCAP), Glendale Unified School District's (GUSD) "Roadmap to Success" focusing on A-G completion rates and new local accountability indicators on California School Dashboards.

A-G Completion Rates

Glendale Unified students are provided with the challenge and rigor of courses that meet the standards of the University of California (UC) and California State University (Cal State) entrance requirements. Known as “a-g” courses, students must complete these courses with C’s or better in order to qualify for entrance into a Cal State or UC college.

- History/Social Science ("a") European History, Contemporary World Affairs, Government
- English ("b") English 9-12, American Literature, Journalism, British Literature
- Mathematics ("c") Math Analysis, Calculus BC, Trigonometry
- Laboratory Science ("d") Biology, Physics, Environmental Science, Chemistry
- Language other than English ("e") Spanish, Armenian, Korean, German, French
- Visual & Performing Arts ("f") Band, Ceramics, Computer Animation, Chamber Choir
- College-preparatory elective ("g") AP Computer Science, Introduction to Engineering, Advancement Via Individual Determination (AVID)

Glendale Unified students are given multiple opportunities and venues to take “a-g” approved courses. Students can access the curriculum at all GUSD high school campuses

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as well as at Glendale Community College through dual enrollment and articulation agreements.

A three-year comparison using CALPADS data shows that in 2015-16, 45.6% of graduating seniors met the “a-g” requirement. Data from 2016-17 shows 45.4% of graduating seniors met the “a-g” requirement, a .02% decrease.

CALPADS information is available for the 2015-16 school year on the State’s DataQuest tool. While not as current, the data is official and has been verified and authenticated.

Students from low socioeconomic backgrounds appear to be passing “a-g” classes at a lower rate than their peers. Additionally, English Language Learners are in a similar pattern of “a-g” completion.

Schools have taken various approaches to ensuring students are successfully completing “a-g” courses.

New Accountability Indicators on the California School Dashboard

Local educational agencies (LEAs) are required to upload the status of local indicators to the Fall 2017 Dashboard. The local indicators address those local control funding formula (LCFF) priority areas for which data is not collected at the state level. The local indicators are only applicable at the LEA level, not to individual schools.

LEAs determine whether they have met the standard for each local indicator. LEAs that meet the State Board of Education-approved standards will receive a “Met” on the Dashboard. An LEA meets the standards when it:

1. Measures its progress using locally available data.
2. Reports the results to the LEA’s local governing board at a regularly scheduled public meeting of the local governing board.
3. Uploads and publicly reports the results through the Dashboard.

Below are the four LCFF priority areas for which LEAs are required to address, along with the steps taken by GUSD.

- **Priority 1: Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities** - LEA annually measures its progress in meeting the *Williams* settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses

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any complaints or other deficiencies identified throughout the academic year, as applicable.

➤ *GUSD had no Williams complaints to report.*

- **Priority 2: Implementation of State Academic Standards** - LEA annually measures its progress implementing state academic standards.

➤ *Information was gathered on the measures used to assess performance in several areas, including English Language Arts (ELA), Mathematics, Science, Social Science, Visual and Performing Arts (VAPA), Health, Career Technical Education (CTE), English Language Development (ELD), Physical Education (PE), and World Languages.*

- **Priority 3: Parent Engagement** - LEA annually measures its progress in (1) seeking input from parents in decision making and (2) promoting parental participation in programs.

➤ *The 2016-17 Parent Culture Survey was used to gauge parent perception of decision-making opportunities in the district. This information was coupled with an inventory of events and programs designed to increase parental engagement in our schools.*

- **Priority 6: School Climate** - LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12).

➤ *In 2017, 13,270 students in grades 4-12 were administered the GUSD Student Culture Survey. This survey measures student perceptions of safety and connectedness as well as climate perceptions and was used to address the school climate prompt in Priority 6.*

The new indicators will be placed on the LCAP Update schedule for future Board Meetings to share out District baseline results and activities staff are undertaking to reach District goals.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Mr. Winfred B. Roberson Jr., Superintendent

SUBMITTED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources

SUBJECT: **Proposed Attendance Calendars for 2018-2019 and 2019-2020 School Years**

This report provides the Board of Education with information on the proposed student attendance calendars for elementary and secondary for the 2018-2019 and 2019-2020 school years.

GLENDALE UNIFIED SCHOOL DISTRICT

Glendale, California

ELEMENTARY ATTENDANCE CALENDAR 2018-2019 - DRAFT

July 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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August 2018

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September 2018

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October 2018

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November 2018

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18	19	20	21	22	23	24
25	26	27	28	29	30	X

December 2018

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23	24	25	26	27	28	29
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January 2019

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February 2019

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March 2019

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April 2019

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May 2019

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June 2019

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23	24	25	26	27	28	29
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TOTAL DAYS OF INSTRUCTION 180

State Holiday	X Minimum Day	Student Holiday, All Teachers on Duty	District Staff Dev. Day	Students Not in Attendance
○	X	△	/	
District Staff Development Day - Aug. 20		End of First Trimester - Nov. 15		End of Second Trimester - March 1
Teacher Institute Day - Aug. 21		Student Holiday-Teachers on Duty - Nov. 16		Spring Recess - March 18-22
First Trimester Begins/School Opens - Aug. 22		Thanksgiving Recess - Nov. 19-23		District Staff Development Day - March 25
Labor Day - Sept. 3		Winter Recess - Dec. 24-Jan. 6		Armenian Genocide Remembrance Day - April 24
District Staff Development Day - Oct. 26		Dr. Martin Luther King, Jr. Day - Jan. 21		Memorial Day - May 27
Election Day - Nov. 6		Lincoln Day - Feb. 11		End of Third Trimester - June 11
Veteran's Day - Nov. 12		Washington Day - Feb. 18		Student Holiday, All Teachers on Duty - June 12

GLENDALE UNIFIED SCHOOL DISTRICT

Glendale, California

SECONDARY ATTENDANCE CALENDAR 2018-2019 - DRAFT

July 2018

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August 2018

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September 2018

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October 2018

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November 2018

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December 2018

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January 2019

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February 2019

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March 2019

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April 2019

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May 2019

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June 2019

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TOTAL DAYS OF INSTRUCTION 180

<ul style="list-style-type: none"> State Holiday X Minimum Day 	<ul style="list-style-type: none"> Student Holiday, All Teachers on Duty District Staff Dev. Day, Students Not in Attendance Students Not in Attendance
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District Staff Development Day - Aug. 20
 Teacher Institute Day - Aug. 21
 First Semester Begins/School Opens - Aug. 22
 Labor Day - Sept. 3
 First Quarter Ends - Oct. 19
 District Staff Development Day - Oct. 26
 Election Day - Nov. 6
 Veteran's Day - Nov. 12
 Thanksgiving Recess - Nov. 19-23
 Student Holiday, Teachers on Duty, End 1st Sem. - Dec. 21
 Winter Recess - Dec. 24 - Jan. 6
 Dr. Martin Luther King, Jr. Day - Jan. 21
 Lincoln Day - Feb. 11
 Washington Day - Feb. 18
 Third Quarter Ends - March 15
 Spring Recess - March 18-22
 District Staff Development Day - March 25
 Armenian Genocide Remembrance Day - April 24
 Memorial Day - May 27
 Second Semester Ends - June 11
 Student Holiday, All Teachers on Duty - June 12

ELEMENTARY ATTENDANCE CALENDAR 2019-2020 - DRAFT

July 2019

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August 2019

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18	19	20*	21	22	23	24
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September 2019

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October 2019

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November 2019

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December 2019

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January 2020

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February 2020

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March 2020

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April 2020

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May 2020

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June 2020

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TOTAL DAYS OF INSTRUCTION 180

State Holiday Minimum Day District Staff Dev. Day Students Not in Attendance
 Teachers on Duty Students Not in Attendance

District Staff Development Day - Aug. 19 Teacher Institute Day - Aug. 20 First Trimester Begins/School Opens - Aug. 21 Labor Day - Sept. 2 District Staff Development Day - Oct. 25 Election Day - Nov. 5 Veteran's Day - Nov. 11	End of First Trimester - Nov. 14 Student Holiday, All Teachers on Duty End of Second Trimester - March 6 Spring Recess - March 16-20 District Staff Development Day - March 23 Armenian Genocide Remembrance Day - April 24 Memorial Day - May 25 End of Third Trimester - June 10 Student Holiday, Teachers on Duty - June 11
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GLENDALE UNIFIED SCHOOL DISTRICT

Glendale, California

SECONDARY ATTENDANCE CALENDAR 2019-2020 - DRAFT

July 2019

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August 2019

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September 2019

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October 2019

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November 2019

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December 2019

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22	23	24	25	26	27	28
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January 2020

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February 2020

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March 2020

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22	23	24	25	26	27	28
29	30	31				

April 2020

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020

S	M	T	W	T	F	S
7	8	9	10X	11*	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

TOTAL DAYS OF INSTRUCTION 180

○ State Holiday
 X Minimum Day
 △ Student Holiday, All Teachers on Duty
 / District Staff Dev. Day
 / Students Not in Attendance

District Staff Development Day - Aug. 19 Teacher Institute Day - Aug. 20 First Semester Begins/School Opens - Aug. 21 Labor Day - Sept. 2 First Quarter Ends - Oct. 18 District Staff Development Day - Oct. 25 Election Day - Nov. 5	Veteran's Day - Nov. 11 Thanksgiving Recess - Nov. 25-29 Student Holiday, Teachers on Duty, End 1st Sem.-Dec. 20 Winter Recess - Dec. 23 - Jan. 6 Dr. Martin Luther King, Jr. Day - Jan. 20 Lincoln Day - Feb. 10 Washington Day - Feb. 17
Third Quarter Ends - March 13 Spring Recess - March 16-20 District Staff Development Day - March 23 Armenian Genocide Remembrance Day - April 24 Memorial Day - May 25 Second Semester Ends - June 10 Student Holiday, Teachers on Duty - June 11	

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 5

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Update on Measure S, Facility Programs and Prioritization of Unallocated Funds**

There will be a presentation including an update on the Superintendent's Facility Advisory committee meeting, a review of the items on the agenda, as well as a discussion of future items that will be brought to the Board for consideration.

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

1. Discussion of Measure S Prioritizations of Unallocated Funds
2. Superintendent's Facility Advisory Committee (SFAC)
 - Items on this Agenda
 - Discussion of Measure S Prioritizations of Unallocated Fund - Project Allocations for Clark Magnet STEM Building, Hoover Aquatic, Crescent Valley HS Aquatic, Crescenta Valley HS Bleachers, HVAC at P.E. Coaches Offices, and District Wide Voice Amplification
 - Approval of Amendment – Prop. 39 – Reports any 15% deviation from guidelines to the California Energy Commission
 - Approval of New Budget Allocation for Two (2) Additional Portables at Balboa Elementary School in the amount of \$500,000
 - Approval of Independent Contractor Agreement No. 438 with NAC Architecture to design Two (2) permanent Relocatable Classrooms at Balboa Elementary School in the amount of \$49,470.00
 - Approval of Amendment No. 4, to Osborn/NAC Architecture, Project Authorization No. 015 for Balboa ORG 90006 in the amount of \$19,945.00

- Approval of Independent Contractor Agreement Nos. 430, 431, 432, 433, 434, and 435 with Convergent Technologies for the Installation of Security Surveillance Systems at La Crescenta, Muir, Lincoln, Jefferson, Verdugo woodlands, and Fremont Elementary Schools
- Approval of Amendment No. 1, to MTGL, Inc., Independent Consultant Agreement No. 271 for Verdugo Woodlands Elementary ORG Specialty Inspection Services
- Award of Bid No. 159-17/18, for Site Improvements at Franklin Elementary School
- Approval of Notice of Completion with Chalmers Construction Services, Inc., Bid No. 115-16/17, for the Lincoln ORG, in the amount of \$6,088,207.41
- Approval of Notice of Completion with Oceanstate Development, Inc. Bid No. 143-16/17, for the EEELP Bungalows Relocation at Franklin Elementary School, in the amount of \$254,113.44
- Approval of Notice of Completion with Lundgren Management for the Overcrowding Relief Grant (ORG) Projects at Balboa and RD White Elementary Schools

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 6

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Update on 2017-18 and 2018-19 Solvency Plans**

The 2017-18 Solvency Plan was approved along with the 2017-18 budget adoption in June 2017. We are now a few months into the fiscal year; a few of the solvency items have changed and these will be highlighted.

This report will also provide an opportunity for the Board to discuss a second draft of the Solvency Plan for 2018-19. A draft 2018-19 Solvency Plan should be approved along with the 1st Interim Report at the December 12th Board meeting.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 7

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: College Savings Plans and Financial Literacy

College Savings Plans

According to a 2017 Sallie Mae Survey, 86 percent of families expect their child to attend college but only 39 percent have made a plan to pay for it. Another recent survey by ScholarShare, California's state-sponsored 529 savings plan, revealed that parents with a college savings account of any balance felt more confident and less overwhelmed about paying for college than parents who didn't have an account. A 529 Plan is an education savings plan operated by a state or educational institution designed to help families set aside funds for future college costs. It is named after Section 529 of the Internal Revenue Code, which created these types of savings plans in 1996.

ScholarShare 529 is the official college savings plan of California. Established in 1999, ScholarShare 529 helps California families save for college and currently holds more than \$8 billion in assets across nearly 300,000 accounts as of October 2017. With 100% tax-free growth, families can accumulate up to 25% more money for higher education—funds which can be used for a range of qualified expenses at most trade schools, colleges, and universities nationwide. ScholarShare 529 is offered by the State of California and managed by TIAA-CREF Tuition Financing, Inc. State Treasurer John Chiang, serves as the chair of the ScholarShare Investment Board. During his tenure, Chiang introduced a number of nationally cutting-edge programs to boost participation in the college savings plan. These efforts include making ScholarShare gift cards available for purchase, launching the Scholar Dollars program to award grants to individual schools to help pay for enrichment programs, and increasing ScholarShare match promotions to help parents more quickly build savings.

The State has proposed a program to provide 2,000 matching grants of up to \$200 per student to establish 529 college planning accounts. Details regarding these accounts have not yet been made public but are projected to "go live" in January 2018. Staff are looking for Board direction regarding applying for these student grants, establishing partnerships with community resource partners to provide the "matching funds" necessary for the

grants, and what target student population should be considered for these grants if GUSD is approved for participation.

Financial Literacy Programs

In addition to researching college savings plans for students, Staff are also looking into financial literacy programs and where they might best fit into the elementary and secondary school curriculum and State standards. Hoover High School has used Everfi in the past as a component of their Health class. Everfi is a free online resource geared to help elementary, middle and high school teachers equip students with essential life skills. The digital education platform provides online resources for teachers in financial education, STEM exploration, social-emotional learning, wellness, and career preparedness.

Other financial literacy programs being investigated include:

- Junior Achievement - Finance Park
- Resources from Cal CPA
- Foundations in Personal Finance - Dave Ramsey
- High School Financial Planning Program Curriculum
- Practical Money Skills – Visa
- FDIC Financial Literacy, K-12
- Consumer Financial Protection Bureau Youth Financial Literacy

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services
Stephen Dickinson, Chief Business and Financial Officer
Phyllis Ishisaka, Executive Assistant to the Superintendent

SUBJECT: **Proposed New or Revisions to Existing Board Policies Relating to Philosophy, Goals, Objectives and Comprehensive Plans, Community Relations, Business and Noninstructional Operations, Instruction, and Bylaws of the Board**

This report will provide the Board of Education with information on the need to create new or revise existing Board Policies BP/AR 0520.1 (Title I Improvement Schools); BP 1312.3 (Uniform Complaint Procedures); BP 3513.9 (Use of Unmanned Aerial Systems (UAS)/Drones; BP 3513.4 (Drug and Alcohol Free Schools); BP 6141.2 (Recognition of Religious Beliefs and Customs); BP 6145.5 (Student Organizations and Equal Access); and BP 9323 (Meeting Conduct) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

Copies of the proposed policies are included with this report.

BP/AR 0520.1 – Title I Program Improvement Schools (deletion)

CSBA Update October 2017 (deletion)
Last GUSD Update November 2010

CSBA has deleted the Board Policy and Administrative Regulation (AR) as federal program improvement requirements have been suspended for the 2017-18 school year and will, beginning in the 2018-19 school year, be replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.

BP 1312.3 – Uniform Complaint Procedures

CSBA Update May 2017
Last GUSD Update August 2017

During the Federal Program Monitoring process, the team from the California Department of Education had questions about the required elements in the District's

Uniform Complaint Procedures (UCP) policy. Changes are being proposed to the BP for UCP to put the protected groups in same order as the model CSBA language so that they are easier to find and delineating all of the categorical programs included in Ed Code 64000(a).

BP/AR 3513.4 – Use of Unmanned Aerial Systems (UAS)/Drones – Change to BP/AR 3513.9

CSBA Update: No Existing CSBA Policy
Last GUSD Update: January 2017

The Board of Education, at its meeting on January 17, 2017, adopted new BP/AR 3513.4 – Use of Unmanned Aerial Systems (UAS)/Drones. Since there was no CSBA policy on this topic, staff assigned Board Policy and Administrative Regulation number 3513.4 for this policy.

Recently, the District received a CSBA policy update, which included a new Board Policy 3513.4 regarding Drug and Alcohol Free Schools. Therefore, staff is recommending to change the current GUSD BP/AR 3513.4 regarding Use of Unmanned Aerial Systems (UAS)/Drones to **BP/AR 3513.9** so that GUSD can follow the CSBA recommendation to have BP 3513.4 for the new Drug and Alcohol Free Schools policy.

BP 3513.4 – Drug and Alcohol Free Schools

CSBA Update: October 2017
Last GUSD Update: N/A

The new Board Policy 3513.4 prohibits the possession, use, or sale of drugs or alcohol by any person on district property and addresses enforcement and discipline for violation of this policy. This Policy also reflects new law (Proposition 64, 2016) which prohibits any person from possessing, smoking, or ingesting cannabis on school grounds while children are present.

BP 6141.2 Recognition of Religious Beliefs and Customs

CSBA Update: March 2004
Last GUSD Update: October 2002

Staff is recommending the Board of Education approve updates to Board Policy 6141.2 to align to current CSBA language and legal references. Once approved, the accompanying Administrative Regulations will also be updated.

BP 6145.5 – Student Organizations and Equal Access

CSBA Update March 2008
Last GUSD Update October 2002

Staff is recommending the update to a current GUSD policy using California School Boards Association (CSBA) language and legal references. A new administrative regulation will be presented upon approval of the Board Policy revisions.

Board Policy 9323 – Meeting Conduct

CSBA Update: December 2016
Last GUSD Update: June 2003

At the November 7 Board of Education meeting, the Board asked that BB 9323 be brought back for a second reading to discuss further how much time should be allowed for speakers to address the Board during public comment. The section in question reads as follows: *Individual speakers shall be allowed five minutes to address the Board on each agenda or nonagenda item. A speaker's allotted time cannot be deferred to another speaker. The Board shall limit the total time for public input on each item to 20 minutes.*

With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

The proposed new/revised Board Policies are being presented for first reading. If the consensus of the Board is to move forward, the policies will be presented at the December 12, 2017 Board meeting for approval. Further, upon approval of the policies, updates to the accompanying Administrative Regulations will be made as needed following current District procedures.

Philosophy — Goals — Objectives and Comprehensive Plans

Title I Program Improvement Schools

~~The Governing Board is committed to enabling all District students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the Board shall assist all District schools, including those receiving federal Title I funds, to achieve Adequate Yearly Progress (AYP), as defined by the State Board of Education.~~

~~Whenever a District school is identified by the California Department of Education as in need of program improvement (PI), the Superintendent or designee shall ensure that school improvement efforts are coordinated and aligned. He/she shall also ensure revision of the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.~~

~~Whenever a District school is identified for PI, the District must allow, in Year 1 of PI and in subsequent years, all students in that school to transfer to another District school or charter school that has not been identified for PI. In addition to the transfer option, the District must arrange for Supplemental Educational Services for eligible students in schools that are in Year 2 of PI and beyond. For schools in Year 3 of PI and beyond, other corrective actions and/or restructuring must also be implemented, as detailed in Administrative Regulation 0520.2.~~

~~The district is required to set aside an amount equal to at least 20 percent of District Title I funds to pay for Program Improvement costs related to Supplemental Educational Services (SES) and transportation for student transfers. Districts have some discretion as to how much is spent on each purpose, provided that at least 5 percent of the District's total Title I allocation is allotted to each purpose. The District may spend less if the demand is met. The District may, but is not required to, use non Title I funds or additional federal, state, or local sources of funding for these purposes if the demand for services exceeds 20 percent.~~

~~Administrative costs cannot be counted in these amounts. However, the cost of determining outreach and assistance to parents/guardians concerning their choice to transfer their child or to request SES may be included within specified limits. If the District does not meet its 20 percent spending obligation in a given school year, it must spend the unexpended amount on these purposes in the subsequent school year, unless it meets specified criteria as detailed in Administrative Regulation 0520.2.~~

~~Depending on the length of time a District school has been identified for PI, the District shall provide opportunities for student transfers, Supplemental Educational Services, other corrective actions, and/or restructuring in accordance with law.~~

Philosophy — Goals — Objectives and Comprehensive Plans

Title I Program Improvement Schools

Program Evaluation

~~Any district receiving Title I, Part A funds must prepare and disseminate an annual report card which includes specified information regarding student achievement on statewide academic assessments, indicators of AYP, whether the District or District schools have been identified for PI, graduation rates, and teacher qualifications. Districts must report the most recent available academic achievement results in grades 4 and 8 on the National Assessment of Educational Progress reading and mathematics assessments. The report cards must include the percentage of students at each achievement level, for the total student population and for each numerically significant subgroup, and participation rates for students with disabilities and English learners.~~

~~The District is allowed to incorporate the information into the School Accountability Report Card (SARC).~~

~~The Board shall annually review the Adequate Yearly Progress (AYP) of each District school based on state academic assessments and other indicators specified in the state plan for the No Child Left Behind Act. The Superintendent or designee shall publicize and disseminate the results of this review to parents/guardians, principals, schools, and the community so that the instructional program can be continually refined to help all students meet state academic standards.~~

~~The Board and Superintendent or designee also shall review the effectiveness of the actions and activities carried out by PI schools with respect to parental involvement, professional development, and other PI activities.~~

~~As necessary based on the results of these evaluations, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement (SPSA), allocate additional resources toward the implementation of the SPSA, and/or require more frequent monitoring of the school's progress in order to raise student achievement.~~

~~Legal Reference: — Education Code, Sections 60642.5, 60850-60856
— US Code, Title 20, Sections 6301, 6311-6313, 6316, 7912
— Federal Regulations, Title 34, Sections 200.13-200.20, 200.30-200.53~~

~~Policy Adopted: — 09/11/2007~~

~~Policy Amended: — 11/03/2010; --/--/2017~~

Philosophy — Goals — Objectives and Comprehensive Plans

Title I Program Improvement Schools

Definitions

~~Adequate yearly progress (AYP) is a series of annual academic performance goals, as defined by the State Board of Education, that incorporate student participation levels on state assessments, minimum required percentages of students scoring at the proficient level or above on English language arts and mathematics state assessments, high school graduation rates, and growth on the state's Academic Performance Index (API).~~

~~Numerically significant subgroups include economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and students with limited English proficiency, when the number of students in the subgroup is sufficient to yield statistically reliable results.~~

~~A Program Improvement (PI) school is a school receiving federal Title I funds that has failed to make AYP for each of two consecutive school years in the same content area (i.e., English-language arts or mathematics) schoolwide or for any numerically significant subgroup, or has failed to make AYP on the same additional indicator (i.e., API for all schools or, for high schools, graduation rate) schoolwide.~~

Year 1 Program Improvement

~~When any Title I school is identified for Year 1 PI:~~

- ~~1. — The Superintendent or designee shall provide students enrolled in the school the option of transferring to another district school or charter school that has not been identified for PI, as described below under "Student Transfers."~~
- ~~2. — The principal and school community shall revise the school's Single Plan for Student Achievement (SPSA) in accordance with 20 USC 6316, and present it for approval by the Governing Board.~~
- ~~3. — Within 45 days of receiving the SPSA, the Board shall establish a peer review process to assist with the review of the plan, work with the school as necessary, and approve the plan if it meets the requirements of law.~~
- ~~4. — The school shall implement the SPSA no later than the beginning of the next full school year following the school's identification for PI, or, if the SPSA has not been approved prior to beginning the school year, immediately upon approval of the plan.~~

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5. ~~As the school develops and implements the SPSA, the Superintendent or designee shall ensure that the school receives technical assistance either from the district, the California Department of Education (CDE), an institution of higher education, a private organization, an educational service agency, or another entity with experience in helping schools improve academic achievement, including assistance in:~~
- ~~a. Analyzing data from state assessments and other examples of student work to identify and address problems in instruction and/or problems in implementing Title I requirements pertaining to parent involvement, professional development, or school and district responsibilities identified in the SPSA.~~
 - ~~b. Identifying and implementing professional development, instructional strategies, and methods of instruction that are based on scientifically based research and that have proven effective in addressing the specific instructional issues that caused the school to be identified for PI.~~
 - ~~c. Analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student achievement and remove the school from PI status.~~

Year 2 Program Improvement

For any Title I school that fails to make AYP by the end of the first full school year after being identified for PI, the Superintendent or designee shall:

- 1. ~~Continue to provide all students enrolled in the school the option of transferring to another District school or charter school that has not been identified for PI, as described below under "Student Transfers"~~
- 2. ~~Arrange for the provision of Supplemental Educational Services (SES) to eligible students from low income families by a provider with a demonstrated record of effectiveness, as described below under "Supplemental Educational Services"~~
- 3. ~~Continue to provide for technical assistance~~

Year 3 Program Improvement: Corrective Action

When a school continues to fail to make AYP by the end of the second full school year after identification for PI (four consecutive years of failure to make AYP), the Superintendent or

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~~Title I Program Improvement Schools~~

~~designee shall continue to provide all elements of Year 1 and Year 2 PI. In addition, the Board shall take at least one of the following corrective actions:~~

- ~~1. — Replace school staff relevant to the failure~~
- ~~2. — Implement a new curriculum and related professional development~~
- ~~3. — Significantly decrease management authority at the school level~~
- ~~4. — Appoint an outside expert to advise the school~~
- ~~5. — Extend the school year or school day for the school~~
- ~~6. — Restructure the internal organization of the school~~

~~Year 4 Program Improvement and Beyond: Restructuring~~

~~For any school that continues to fail to make AYP after one full year of corrective action, the Superintendent or designee shall continue to provide all students enrolled in the school with the option to transfer to another District school or charter school and continue to make Supplemental Educational Services available to eligible students who remain in the school. In addition, the Board shall develop a plan and make necessary arrangements to implement one of the following options for alternative governance and restructuring, consistent with state law: (20 USC 6316)~~

- ~~1. — Reopen the school as a charter school~~
- ~~2. — Replace all or most of the school staff relevant to the failure~~
- ~~3. — Enter into a contract with an entity with a demonstrated record of effectiveness to operate the school~~
- ~~4. — Turn the operation of the school over to the CDE~~
- ~~5. — Institute any other major restructuring of the school's governance arrangements that makes fundamental reforms~~

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~~Whenever a school is identified for PI, corrective action, or restructuring, the Superintendent or designee shall promptly notify parents/guardians of students enrolled in that school. The notification shall include:~~

- ~~1. An explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary or secondary schools in the District and state~~
- ~~2. The reasons for the identification~~
- ~~3. An explanation of what the school is doing to address the problem of low achievement~~
- ~~4. An explanation of what the District or state is doing to help the school address the achievement problem~~
- ~~5. An explanation of how parents/guardians can become involved in addressing the academic issues that caused the school to be identified for PI~~
- ~~6. An explanation of the option to transfer to another District school or charter school as described below under "Student Transfers"~~
- ~~7. If the school is in Year 2 of PI or beyond, an explanation of how parents/guardians can obtain Supplemental Educational Services for their child as described below under "Supplemental Educational Services"~~

~~The Superintendent or designee shall disseminate information about corrective actions taken at any District school to the parents/guardians of each student in that school and to the public through such means as the Internet, the media, and public agencies.~~

~~The Superintendent or designee shall promptly notify teachers and parents/guardians whenever a school is identified for restructuring and shall provide them adequate opportunities to comment before taking action and to participate in developing any plan for restructuring school governance.~~

~~All notifications pertaining to PI shall be written in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand.~~

~~The District is required to spend at least 20 percent of District Title I funds for costs related to Supplemental Educational Services, transportation for student transfers, and related outreach and~~

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~~assistance to parents/guardians. Districts may spend less than 20 percent if specified criteria are met. These criteria include providing timely, accurate notifications as described above and partnering with outside groups to inform students and families, as provided below.~~

~~To the extent practicable, the District shall partner with outside groups, such as faith-based organizations, other community-based organizations, and business groups, to help inform eligible students and their families of the opportunities to transfer or to receive Supplemental Educational Services.~~

~~Student Transfers~~

~~All students enrolled in a school in Year 1 of PI or beyond shall be provided an option to transfer to another District school or charter school that:~~

- ~~1. Has not been identified for PI, corrective action, or restructuring~~
- ~~2. Has not been identified by the CDE as a "persistently dangerous" school.~~

~~Among these students, priority shall be given to the lowest achieving students from low income families, as defined by the District for purposes of allocating Title I funds.~~

~~If two or more District schools are eligible to accept transfers based on criteria listed in items #1-2 above, the district shall provide a choice of more than one such school and shall take into account parent/guardian preferences among the choices offered.~~

~~School capacity shall not be used to deny transfer opportunities to students. However, the Superintendent or designee may consider capacity in selecting schools that will be offered as alternatives for school choice. The Board may increase capacity in eligible District schools to accommodate all students who wish to transfer.~~

~~The transfer option shall be offered so that students may transfer in the school year following the school year in which the District administered the assessments that resulted in the identification of the school for PI, corrective action, or restructuring. In order to provide adequate time for parents/guardians to exercise their transfer option before the school year begins, the Superintendent or designee shall notify parents/guardians of the available school choices sufficiently in advance of, but no later than 14 calendar days before, the start of the school year or 14 calendar days after the public disclosure/release of official state testing results.~~

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Notice of the transfer option shall:

1. — Inform parents/guardians that their child is eligible to attend another public school due to the identification of the current school as in need of improvement
2. — Identify each public school or public charter school that the parent/guardian can select
3. — Explain why the choices made available to the parents/guardians may have been limited
4. — Provide information on the academic achievement of the school(s) to which the student may transfer
5. — Explain the provision of transportation to the new school

In addition to mailing notices directly to parents/guardians, the Superintendent or designee shall provide information about transfer options through broader means, such as the Internet, the media, and public agencies serving students and their families.

To ensure that parents/guardians have current information, the District shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in the student transfer option, beginning with data from the 2007-08 school year and each subsequent year thereafter, and a list of available schools to which eligible students may transfer in the current school year.

The Superintendent or designee may establish reasonable timelines for parents/guardians to indicate their intent to transfer their child and for the district to notify parents/guardians of the school assignment.

The Superintendent or designee may require parents/guardians to rank order their preferences from among schools that are eligible to receive transfer students. Parents/guardians may decline their assigned school and remain in their school of origin.

The district shall provide, or shall pay for the provision of, transportation for the student to the public school that student chooses to attend.

To ensure that transportation may be reasonably provided, the Superintendent or designee may establish transportation zones based on geographic location. Transportation to schools within a zone shall be fully provided, while transportation outside the zone may be partially provided.

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~~Any student who transfers to another school may remain in that school until he/she has completed the highest grade in that school. However, the District shall not be obligated to provide, or pay for the provision of, transportation for the student after the end of the school year that the school of origin is no longer identified for PI, corrective action, or restructuring.~~

~~In the event that all District schools are identified for PI, corrective action, or restructuring, the District shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for an interdistrict transfer.~~

~~Supplemental Educational Services~~

~~When required by law, Supplemental Educational Services shall be provided outside the regular school day and shall be specifically designed to increase achievement of eligible students from low income families on state academic assessments and to assist them in attaining state academic standards.~~

~~When a school is required to provide Supplemental Educational Services, the Superintendent or designee shall annually notify parents/guardians of:~~

- ~~1. The availability of Supplemental Educational Services~~
- ~~2. The identity of approved providers that are within the District or are reasonably available in neighboring local educational agencies~~
- ~~3. The identity of approved providers of technology-based or distance learning Supplemental Educational Services~~
- ~~4. The services, qualifications, and demonstrated effectiveness of each provider, including an indication of those providers who are able to serve students with disabilities or limited English proficiency~~
- ~~5. The benefits of receiving Supplemental Educational Services~~

~~In addition, the notification shall describe procedures and timelines that parents/guardians must follow to select a provider.~~

~~This notification shall be clearly distinguishable from other information sent to parents/guardians regarding identification of the school for PI, corrective action, or restructuring.~~

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~~To ensure that parents/guardians have current information, the District shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in Supplemental Educational Services, beginning with data from the 2007-08 school year and each subsequent year thereafter, a list of state approved providers serving the District in the current year, and the location where services are provided.~~

~~The Superintendent or designee shall distribute sign up forms for Supplemental Educational Services directly to all eligible students and their parents/guardians and make them available and accessible through broad means of dissemination such as the Internet, other media, and communications through public agencies serving eligible students and their families.~~

~~The District shall provide a minimum of two enrollment windows, at separate points in the school year, that are of sufficient length to enable parents/guardians of eligible students to make informed decisions about requesting Supplemental Educational Services and selecting a provider.~~

~~Eligible SES providers may be given access to school facilities, using a fair, open, and objective process, on the same basis as other groups that seek access to school facilities.~~

~~Within a reasonable period of time established by the Superintendent or designee, parents/guardians shall select an SES service provider from among those approved by the State Board of Education (SBE). Upon request, the Superintendent or designee shall assist parents/guardians in choosing a provider.~~

~~When the District is an approved service provider, the Superintendent or designee shall be careful to provide parents/guardians with a balanced presentation of the options available to them and shall ensure that they understand their right to select the District or any other service provider.~~

~~The Superintendent or designee shall ensure that eligible students with disabilities, students covered under Section 504 of the federal Rehabilitation Act, and students with limited English proficiency receive appropriate Supplemental Educational Services with any necessary accommodations or language assistance.~~

~~If no provider is able to make the services available to such students, the District shall provide these services with necessary accommodations or language assistance, either directly or through a contract. Supplemental Educational Services shall be consistent with a student's Individualized Education Program (IEP) or Section 504 Services Plan.~~

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~~If available funds are insufficient to provide Supplemental Educational Services to each eligible student whose parents/guardians request those services, priority shall be given to the lowest achieving eligible students.~~

~~If the number of parents/guardians selecting a particular provider exceeds the capacity of that provider, priority shall be given to the lowest achieving eligible students.~~

~~Once a provider has been selected by a parent/guardian, the Superintendent or designee shall enter into an agreement with the provider. The agreement shall:~~

- ~~1. Require the SES provider to develop, in consultation with the parents/guardians, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement. In the case of a student with disabilities, the statement shall be consistent with the student's IEP.~~
- ~~2. Describe how the student's parents/guardians and teacher(s) will be regularly informed of the student's progress.~~
- ~~3. Provide for the termination of the agreement if the provider is unable to meet such goals and timetables.~~
- ~~4. Contain provisions with respect to the District making payments to the provider.~~
- ~~5. Prohibit the provider, without written parent/guardian permission, from disclosing to the public the identity of any student eligible for or receiving supplemental educational services.~~

~~Legal Reference: Education Code, Sections 60642.5, 60850-60856
US Code, Title 20, Sections 6301, 6311-6313, 6316, 7912
Federal Regulations, Title 34, Sections 200.13-200.20, 200.30-200.53~~

~~Rules Approved: 09/11/2007
Rules Revised: 11/03/2010; --/--/2017~~

Community Relations

Uniform Complaint Procedures

The Board of Education recognizes that the District has a primary responsibility for ensuring ~~that it complies~~ compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's uniform complaint procedure (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing adult education, after school education and safety programs, migrant education, career technical education and training programs (federal), child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, ~~career technical and technical education and training programs, child care and development programs, child nutrition programs, adult education programs, after school education and safety programs, migrant education, and special education programs~~ and any other district-implemented program which is listed in Education Code 64000(a), including agricultural vocational education, American Indian Education Centers and early childhood education program assessments, bilingual education programs, career technical education (state), English learner programs, regional occupational centers and programs, school-based coordinated categorical programs, state preschool, Economic Impact Aid, Miller-Unruh Basic Reading Act, compensatory education programs, programs providing assistance to disadvantaged, neglected or delinquent students who are at risk of dropping out of school, capital expenses funding, California Peer Assistance and Review programs for teachers, professional development programs, Innovative Program Strategies programs, programs established under the federal Class Size Reduction Initiative, programs for tobacco use prevention education, school safety and violence prevention programs, and Safe and Drug Free Schools and Communities programs (5 CCR 4610).

2. Any complaints alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, ~~ethnic group identification, race or ethnicity, ancestry, nationality, national origin, religion,~~

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- ~~color, marital, pregnancy or parental status, mental or physical disability, or age~~, or any other characteristic identified in the Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or on the basis of a person's his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)
3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student. (Education Code 222)
 4. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (5 CCR 4610)
 5. Any complaint alleging ~~that the District has not complied~~ noncompliance with legal requirements related to the implementation of the local control and accountability plan. (Education Code 52075)
 6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)
 7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1, 51225.2)
 8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1, 51225.2)
 9. Any complaint alleging district noncompliance with the requirements of Education Code

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51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)

10. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school. (Education Code 51210, 51223)
11. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.
12. Any other complaint as specified in a District policy.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. Mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulations.

The Superintendent or designee shall maintain all records of all UCP complaints and the investigation of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

Community Relations

Uniform Complaint Procedures

Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to the Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, or teacher vacancies and misassignments.

Legal References: Education Code Sections 200-262.4; 222; 8200-8498; 8500-8538; 18100-18203; 32289; 35186; 48853-48853.5; 48985; 49010-49013; 49060-49079; 49069.5; 49490-49590; 51210; 51223; 51225.1-51225.2; 51228.1-51228.3; 52060-52077, 52075; 52160-52178; 52300-53490; 52500-52616.24; 54400-54425; 54440-54445; 54460-54529; 56000-56867; 59000-59300; 64000-64001
Government Code Sections 11135; 12900-12996
Penal Code 422.55; 422.6
Code of Regulations, Title 2, Section 11023
Code of Regulations, Title 5, Sections 3080; 4600-4687; 4900-4965
United States Code, Title 20 Sections 1221; 1232g; 1681-1688; 6301-6577; 6801-7014; 7101-7184; 7201-7283g; 7301-7372; 12101-12213

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Uniform Complaint Procedures

United States Code, Title 29 Section 794

United States Code Title 42 Sections 2000d-2000e-17; 2000h-2-2000h-6;
6101-6107

Code of Federal Regulations, Title 28 Section 35.107

Code of Federal Regulations, Title 34 Sections 99.1-99.67; 100.3; 104.7;
106.8; 106.9; 110.25

Policy Adopted: 11/17/1992

Policy Amended: 12/17/2002; 11/03/2010; 03/11/2014; 04/15/2014; 05/06/2014;
04/05/2016; 10/18/2016; 08/15/2017; --/--/2017

(Formerly BP 1312)

Business and Noninstructional Operations

Use of Unmanned Aerial Systems (UAS)/ Drones

The District supports the use of Unmanned Aerial Systems (UAS)/Drones for educational opportunities connected to course content and curriculum and/or appropriate extracurricular activities on district grounds.

The use of Unmanned Aerial Systems (UAS)/Drones for any purpose is prohibited without the written permission of the District. Use of UAS may be permitted, provided the conditions and requirements indicated in the Administrative Regulation are satisfied, and at the sole discretion of the Superintendent or designee. Permission must be requested at least 72 hours in advance of said use of UAS on or over District property.

No video recording, by UAS (drone) on or over District property is permitted without the express prior written consent of the Superintendent or designee. Video recordings contemplated under this policy do not constitute student records under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g). All audio recording, by UAS (drone), is strictly prohibited.

Compliance with this policy and administrative regulation is mandatory for GUSD students, employees, visitors, and the community.

Legal Reference: FAA Regulations – <http://www.faa.gov/uas/faq>

Policy Adopted: 01/17/2017

Former Policy No. 3513.4

Policy Number Changed: --/--/2017

Business and Noninstructional Operations

Drug and Alcohol Free Schools

The Board of Education recognizes the need to keep district schools free of drugs and alcohol in order to create a safe and healthy environment conducive to learning and promote student health and well-being. The Board prohibits the possession, use, or sale of drugs and alcohol at any time in district-owned or leased buildings, on district property, and in district vehicles, unless otherwise permitted by law.

The following substances are prohibited on all district property:

1. Any substance which may not lawfully be possessed, used, or sold in California
2. Cannabis or cannabis products (Health and Safety Code 11362.3; 21 USC 812, 844)
3. Alcoholic beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code 25608

Prescription medication, except for prescribed cannabis, may be administered at school in accordance with law, district policy and regulations, and written statements by the parent/guardian and the student's authorized health care provider as applicable.

Information about the district's drug- and alcohol-free schools policy and the consequences for violations shall be communicated clearly to employees, parents/guardians, students, and the community.

Enforcement/Discipline

The Superintendent or designee shall take appropriate action to eliminate the possession, use, or sale of alcohol and other drugs and related paraphernalia in district facilities, on district property, in district vehicles, or at school-sponsored activities. As appropriate, he/she may direct anyone violating this policy to leave school property and/or refer the matter to law enforcement.

Students and employees who violate the terms of this policy may be subject to discipline and/or referred to assistance programs in accordance with law and Board policy.

Business and Noninstructional Operations

Drug and Alcohol Free Schools

Legal Reference: Education Code Sections: 44940; 44940.5; 45123; 45304; 48900;
48900.5; 48901; 48901.5; 48902; 48909; 48915
Business and Professions Code Section 25608
Government Code Sections 8350-8357
Health and Safety Code Sections: 11053-11058; 11353.6; 11362.1;
11362.3; 11362.79; 104559
Penal Code Sections: 13860-13864
Vehicle Code Section 13202.5
United States Code, Title 20 Sections: 7101-7122
United States Code, Title 21 Sections: 812; 844
United States Code, Title 41 Sections: 8101-8106

Policy Adopted: --/--/2017

Instruction

Religious Expression in the Schools-Recognition of Religious Beliefs And Customs

A. Introduction

~~Provisions of both the United States and California constitutions bar government involvement, in any form, which has the direct effect of promoting religious purposes. At the same time, the Board of Education recognizes that students, as citizens, have an important right to religious expression, and this right does not end at the schoolhouse door. Schools must be places where religion and religious conviction are treated with fairness and respect. Schools uphold the First Amendment when it protects the religious liberty rights of students of all faiths and students who profess no faith. Schools may, however, impose rules of order and other pedagogical restrictions on student activity, including religious activity.~~

B. Rationale

The Board of Education recognizes that students' education would be incomplete without an understanding of the role of religion in history and culture society. ~~It is both proper and important for teachers to objectively~~ As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with society culture, literature, or the arts. The Board of Education expects that such instruction will identify principles common to all religions and foster respect for the ~~religious beliefs practiced by the peoples of~~ diversity of religions and customs in the world.

~~Though schools must be neutral with respect to religion, the District shares responsibility with the community to develop in its students appropriate moral and ethical character incorporating ideals of liberty, justice, the pursuit of happiness, and equality of opportunity. The fact that some of these values are also held by religions does not make it unlawful to teach them in school.~~

C. Respect for Individual Rights

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is clearly forbidden in the public schools. Instruction about religion ~~must shall not favor, promote, or demean~~ denigrate the beliefs or customs of any particular religion or sect, nor should a preference be shown for one religious viewpoint over another. Staff ~~should~~ shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces.

Instruction

Religious Expression in the Schools-Recognition of Religious Beliefs And Customs

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class rime. ~~When acting in their official capacity, school staff members are prohibited from endorsing, soliciting, encouraging or directing religious activities with students on campus or at school sponsored off campus events.~~ As part of their official duties, staff shall not lead students in prayer or other religious activities. However, staff shall not prohibit or discourage any student from praying or otherwise expressing his/her religious belief as long as this does not disrupt the classroom or the educational environment.

~~D. Student Beliefs~~

Students may express their beliefs about religion in their homework, artwork, and other ~~written and oral reports~~ classwork if the expression is germane to ~~and consistent with~~ the assignment. Such work shall be judged by ordinary academic standards, ~~free of discrimination based on religious content. Accommodations may be made for a student where instruction is contrary to a student's religious beliefs and teachings consistent with the Education Code and at the discretion of the Superintendent or designee.~~

~~E. Balance~~

~~Religious expression in public schools involves a careful balancing of free speech rights and the right to free exercise of religion without promoting or establishing religion. In order to provide guidance to school staff in the balancing of these competing interests, the Board of Education directs the Superintendent to develop regulations that provide general guidance regarding religious expression in the schools consistent with existing law and existing District policies and regulations.~~

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the public schools. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of the cultural and religious heritage. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and are temporary in nature.

Instruction

Religious Expression in the Schools-Recognition of Religious Beliefs And Customs

Legal References: Education Code Sections: 38130-38138; 46014; 51511; 51938
 ~~United States Constitution, First Amendment~~
 United States Code, Title 20 Sections: 4071-4074; 6061 School Prayer;
 7904
 ~~California Constitution, Article I, Section 4~~
 Court Decisions: Lassaonde v. Pleasanton Unified School District, (2003,
 9th Cir.) 320 F. 3d 979; Cole v. Oroville Union High School District,
 (2000, 9th Cir.) 228 F. 3d 1092; Lemon v. Kurtzman (1971) 403 U.S. 602
 ~~Walleye v. Gaffer (1985) 472 U.S. 38~~

Policy Adopted: 10/03/2000

Policy Amended: 10/15/2002; --/--/2017

(Formerly BP 6640)

Instruction

Student Activities—Extra-Curricular, Co-Curricular, Teams, School Clubs, and Open Forum Groups Student Organizations and Equal Access

- A. ~~Purpose: Changes in federal laws, which require an "open forum" for student organizational and club activities, have greatly decreased school controls over student clubs and related activities. By law, many such activities are now student initiated, and the schools cannot vouch for their content or quality, or assure active adult guidance. There is a resulting need for increased responsibility on the part of students and their families to make choices and decisions and an increased need for students and parents to have reliable information to guide such decisions. In addition, parents need to know in advance the anticipated cost of any school team and other extracurricular activities undertaken by their children, before the student makes a commitment to the activity. Parents need reliable information regarding all available school activities, in order to have the opportunity to exercise parental influence, guidance, and direction for their children.~~
- B. ~~Annual Notification by School to Parents: At the start of each school year, each school shall compile and send to parents a description of the extracurricular, co-curricular, team, school club, and "open forum" group activities anticipated at the school for that school year. The material shall include a return form indicating the parent's receipt of the material. The notification material shall be prepared by the responsible activity group, coach, or faculty representative, under the supervision of the principal. It shall describe the group's planned activities in such a manner that parents will be fairly advised of the purpose and nature of the activity. It shall identify the adult representative or coach. And it shall also particularly describe any aspects which may involve health, safety, and other matters likely to be of interest to the family, such as the following matters, if applicable:~~
- ~~1. any expected costs to student participant;~~
 - ~~2. travel/transportation;~~
 - ~~3. estimated time commitment;~~
 - ~~4. physical or athletic exercise, training, or competition;~~
 - ~~5. prayer or other religious/workshop exercises;~~
 - ~~6. anticipated discussions of sensitive matters such as student family relations, religion, death or after-life, suicide, substance abuse, human reproduction, sexuality, sexual activity, contraception, abortion, or sexually transmitted diseases; and~~
 - ~~7. if the group activity is school-sponsored. (An activity is "school-sponsored" if it is financially supported by the school.)~~

Instruction

Student Activities—Extra-Curricular, Co-Curricular, Teams, School Clubs, and Open Forum Groups Student Organizations and Equal Access

~~Parents having concerns about their child's participation in any given activity or organization are encouraged to work with the child and school to resolve the matter in the best interests of the child.~~

~~C. Specific Requirements for Student Clubs and Open Forum Groups Only:~~

- ~~1. All school club and "open forum" group meetings, activities, and memberships are to be open to all students and are not to be treated as exclusive, confidential, or private.~~
- ~~2. "Open forum" student groups may function, in effect, as unrecognized clubs, provided they are student initiated, composed completely of current students, hold the majority of meetings at school during non instructional time, have a democratic plan for the selection of leaders, and have a faculty representative who monitors but does not sponsor, lead, or participate in club meetings. In the event that an "open forum" group gains recognition as a school club, if its purpose and activities are religious in nature, the limitation upon the role of the faculty representative must continue.~~
- ~~3. A club will be recognized as a school club if it is student initiated, composed completely of current students, holds the majority of its meetings at school during non instructional time, has a democratic plan for the selection of leaders, establishes aims which are of educational, student, or community interest, has a faculty representative, follows restrictions applicable to fund raising and financial controls and is in compliance with this policy.~~
- ~~4. Student club activities are intended to engender student leadership and participation; clubs are therefore to be student initiated and student directed. The faculty representative's role is to be limited to providing an adult presence, ensuring compliance with Board and school policies, and providing logistical or administrative assistance. Faculty representatives shall therefore not act as membership recruiter, nor preside or act as a focal point for club meetings or activities.~~
- ~~5. School clubs shall adhere to all District policies and regulations.~~
- ~~6. The principal has the authority to regulate the time, place, and manner of club, "open forum," and other group meetings and activities as needed to avoid possible~~

Instruction

Student Activities—Extra-Curricular, Co-Curricular, Teams, School Clubs, and Open Forum Groups Student Organizations and Equal Access

~~schedule conflicts, threats, disruption, harassment, intimidation, violence, defamation, or obscenity and to enforce compliance with these rules. This authority includes both prior approval and disciplinary authority.~~

- ~~7. The appearance of outside speakers and the representative of outside programs must have prior approval of the school principal.~~
- ~~8. The principal has the authority to approve or disapprove clubs, consistent with these rules, and to suspend any school club or open forum group at any time as needed to implement these rules.~~
- ~~9. Each school club and open forum group shall have a faculty representative whose assignment is the direct responsibility of the principal.~~
- ~~10. No meeting or function of a club or open forum group may be held without the presence of a faculty representative.~~
- ~~11. No student shall participate in hazing or commit any act that causes or is likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to any person.~~
- ~~12. In all activities and functions, no student club or open forum group may discriminate against any student on the basis of race, color, national origin, ancestry, ethnicity, religion, gender, sex, sexual orientation, disability, or other status protected by law.~~
- ~~13. The following activities are prohibited:
 - ~~a. Initiation and hazing.~~
 - ~~b. Activities that conflict with school-sponsored events or that disrupt the proper functioning of the regular school program.~~
 - ~~c. Activities that violate laws or ordinances.~~
 - ~~d. Activities which pose a danger of injury or harm to participants or others.~~~~

The Board of Education believes that student groups or clubs reinforce the instructional program, give students experience in civics and government, and provide social and recreational activities. Student groups also serve to honor outstanding student achievement and enhance school spirit and students' sense of belonging. Prior to meeting on school grounds, all student groups shall be

Instruction

Student Activities—Extra-Curricular, Co-Curricular, Teams, School Clubs, and Open Forum Groups Student Organizations and Equal Access

authorized by the principal or designee in accordance with Board policy and administrative regulation.

Limited Open Forum

The Board encourages students to pursue interests and clubs which may not directly relate to the district's curriculum and, to that end, has created a limited open forum.

All student-initiated groups shall be given equal access to meet on school premises during noninstructional time without regard to their religious, political, philosophical, or other speech content. The Board shall ensure that: (20 USC 4071, 4072)

1. The meeting shall be voluntary and student-initiated.
2. There shall be no sponsorship of the meeting by the school or staff. The term sponsorship means that school staff are promoting, leading, or participating in a meeting. The assignment of a teacher, administrator, or other school employee to a meeting for custodial purposes shall not constitute sponsorship of the meeting.
3. Employees of the school shall be present at religious meetings only in a nonparticipatory capacity.
4. The meeting shall not materially and substantially interfere with the orderly conduct of educational activities within the school.
5. Nonschool persons shall not direct, conduct, control, or regularly attend activities of student groups.

All student clubs or groups shall have equal access to the school media to announce meetings, including the public address system, the school newspaper, bulletin boards, and school web site. However, the principal or designee may issue a disclaimer that such activities are not school-sponsored.

All noncurriculum-related student groups shall be given equal access to meeting space, school equipment, and supplies.

No school shall deny equal access or a fair opportunity to meet, or otherwise discriminate against, any group officially affiliated with the Boy Scouts of America, or with any other youth

Instruction

Student Activities—Extra-Curricular, Co-Curricular, Teams, School Clubs, and Open Forum
Groups Student Organizations and Equal Access

group listed as a patriotic society in Title 36 of the United States Code, for reasons based on the membership or leadership criteria or oath of allegiance to God and country. (20 USC 7905)

Legal References: Education Code, Sections: 52; 53, 200-262.3; 32054; 38130-38138;
 48900; 48907; 48930-4893348938; 48950; 49020-49023
 Penal Code Sections 627-627.10
 Code of Regulations, Title 5 Sections: 2, 5531
 United States Code, Title 20, Sections 4071-4074; 7904; 7905
 United States Code, Title 36, Sections: 20101-240112
 California Code of Regulations, Title 5, Section 4900
 Court Decisions:
 Prince v. Jacoby, (2001) 303 F.3d 1074
 Culbertson et al. v. Oakridge School District, (2002) 258 F.3d
 1061
 Good News Club et al. v. Milford Central School, (2001) 121 S.Ct.
 2093
 Ceniceros v. Board of Trustees of the San Diego Unified School
 District, (1997) 106 F.3d 878
 Board of Education of Westside Community School District v.
 Mergens By and Through Mergens (1989, 8th Cir.) 867 F.2d 1076
 Perumal et al v. Saddleback Valley Unified School District, (1988)
 198 Cal. App. 3d 64
 Student Coalition for Peace v. Lower Merion School District
 Board of Directors, (1985) 776 F.2d. 431
 Hartzell v. Connell, (1984) 35 Cal. 3d 899

Policy Adopted: 10/15/1957

Policy Amended: 04/03/1962; 01/04/1966; 06/04/1985; 10/01/1991; 05/07/1996;
 07/16/1996; 02/05/2002; 10/15/2002; --/--/2017

(Formerly BP 5380)

Meeting Conduct

Meeting Procedures

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

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

Parliamentary Procedure

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

- Rules and procedures adopted by the Board in conflict with Roberts Rules of Order shall take precedence.
- Any laws or regulations of the State of California in conflict with Roberts Rules of Order shall take precedence.
- The Chair may make such exceptions as appear necessary to facilitate the orderly conduct of business. Any ruling of the Chair is subject to approval of the Board. The Board of Education shall act by majority vote of its membership. Presiding Officer has full privileges of the body.

Quorum and Abstentions

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

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

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending

Meeting Conduct

the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

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

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

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3).
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Meeting Conduct

Individual speakers shall be allowed five minutes to address the Board on each agenda or nonagenda item. *A speaker's allotted time cannot be deferred to another speaker.* The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit criticism of its policies, procedures, programs, services, acts, or omissions.
 - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

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

When such disruptive conduct occurs, the Superintendent or designee shall contact local

Meeting Conduct

law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

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

Legal Reference: Education Code Sections 5095; 32210; 35010; 35145.5; 35163; 35164;
35165
Government Code Sections 54953.3; 54953.5; 54953.6; 54954.2; 54954.3;
54957; 54957.9
Penal Code 403

Policy Adopted: 12/4/56, 10/18/60

Policy Amended: 9/29/60; 7/1/69; 11/18/69; 11/20/73; 1/18/77; 3/19/85; 4/16/85; 11/5/96;
3/16/99; 6/24/03; --/--/2017

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

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED

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

PREPARED Dr. Mary Mason, Executive Director, Elementary Education

BY: Melanie Doody, Math Teacher Specialist, Teaching & Learning

SUBJECT: Proposed Secondary Mathematics Pathways for Grades 6-12

This report will provide the Board of Education an update on the Accelerated Math Pathway Proposal. The Secondary Math Curriculum Study Committee (CSC), along with administrators, counselors, and teacher specialists, have developed a sequence of courses that align with the “Mathematics Framework for California Public Schools: Kindergarten through Grade Twelve,” which includes multiple pathways to meet the needs of GUSD students.

The pathways ensure that content will not be skipped over and are designed to allow acceleration to the highest levels of mathematics courses, AP Calculus BC and Linear Algebra. These pathways ensure that Glendale students will continue to be competitive in college acceptance at top schools across the country. Staff in the Teaching & Learning Department is working with representatives from Glendale Community College to develop Summer Bridge courses to allow students, not initially placed in an accelerated pathway, the ability to access high-level math courses.

The Secondary Math CSC voted to approve the pathways after a presentation at its October 2017 meeting. This vote was taken over email after all math department chairs had the opportunity to present it to their departments, resulting in a vote of nine-to-one in favor of the pathways. The pathways were then presented to secondary counselors at their October 18, 2017 meeting and were further vetted at their November 8, 2017 meeting. The pathways were then brought to secondary principals on November 15, 2017.

Staff is requesting direction to bring the pathways for approval by Board of Education at the December 12, 2017 meeting.

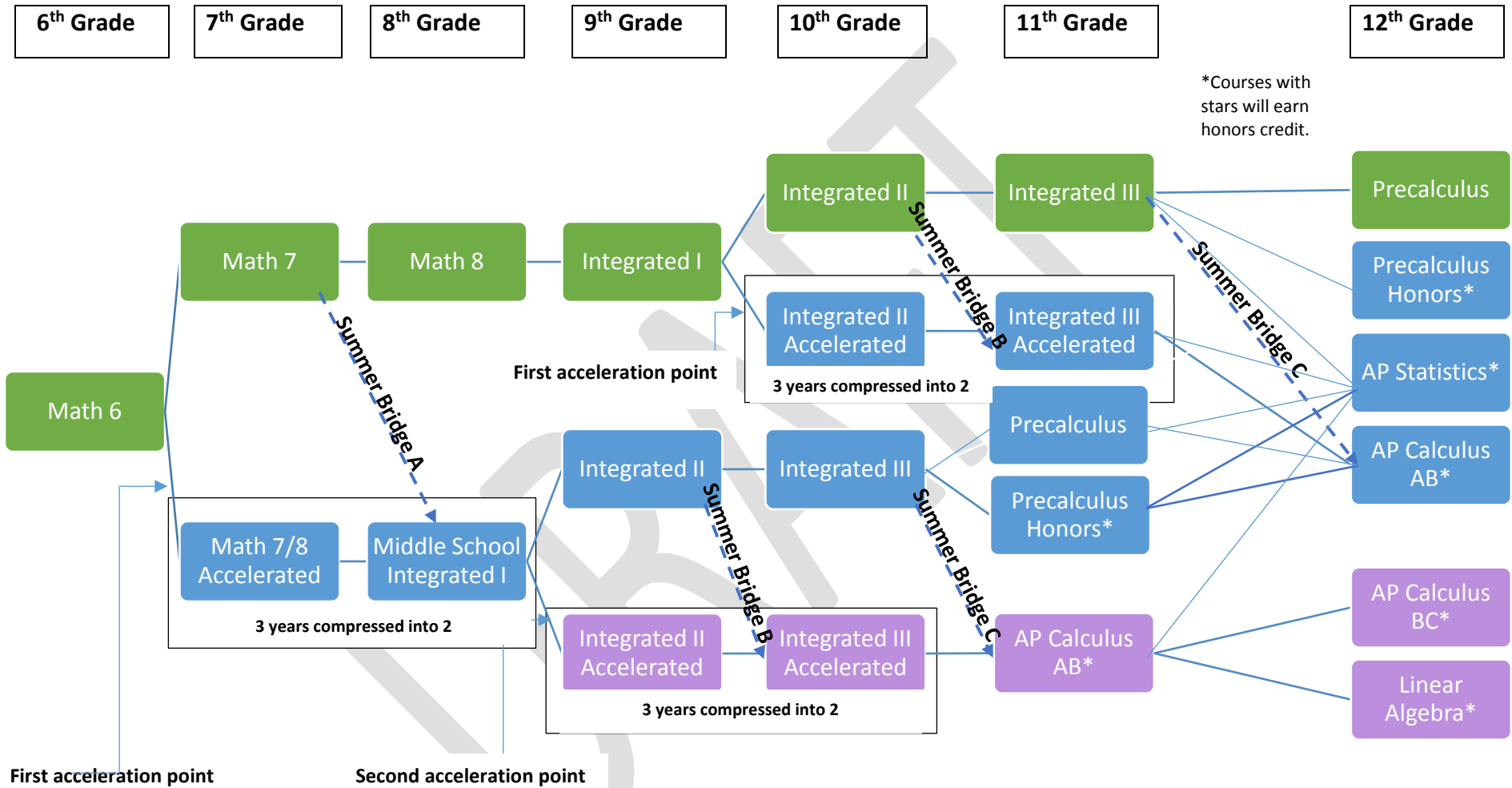
The following attachment, titled *Secondary Math Course Progression*, is a draft, pending Board approval, that shows all of the pathway options for students on the first page and the subsequent two pages that breaks down the pathways into: the traditional “a-g” pathway, two options for single acceleration, and an option for double acceleration to reach the highest mathematic courses in 12th grade.

Another attachment, titled *The Path to Calculus BC: A Progression to Support Accelerated Students*, is also a draft to provide suggested language for staff and parents to reference regarding the pros and cons of accelerated mathematic options.

These documents will be finalized upon Board approval and made available on the GUSD website.



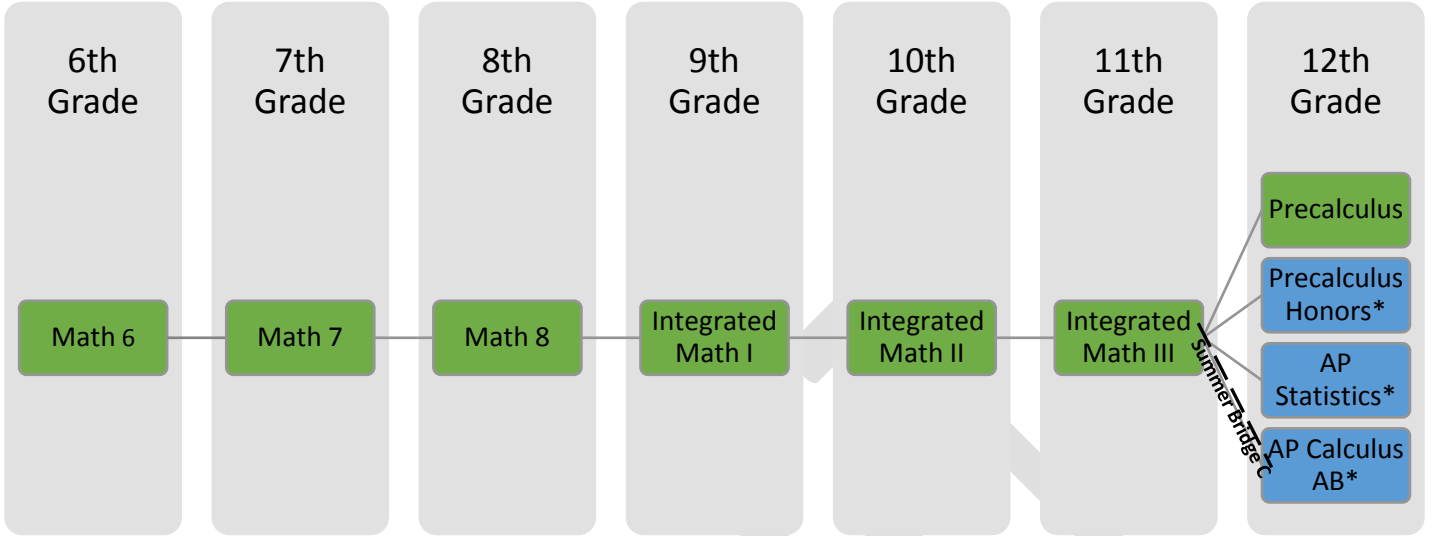
Glendale Unified School District Secondary Math Course Progression





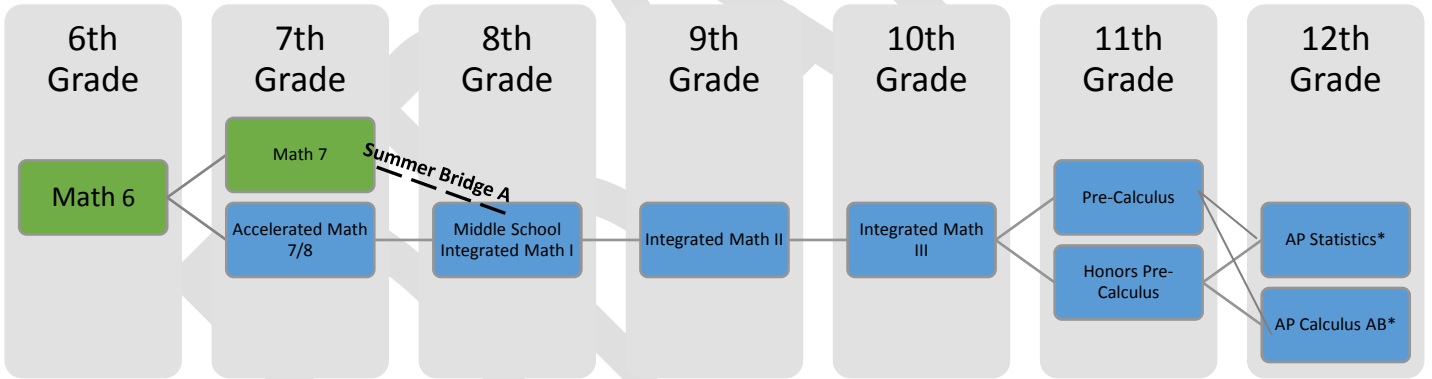
Glendale Unified School District Secondary Math Course Progression

UC "a-g" Mathematics Pathway

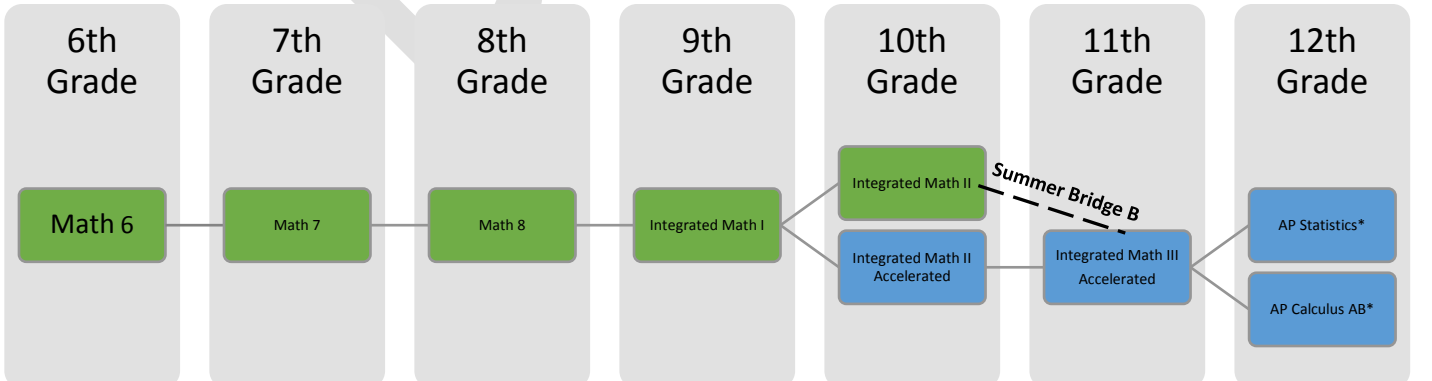


Single Acceleration Mathematics Pathway

Option 1: End of 6th Grade



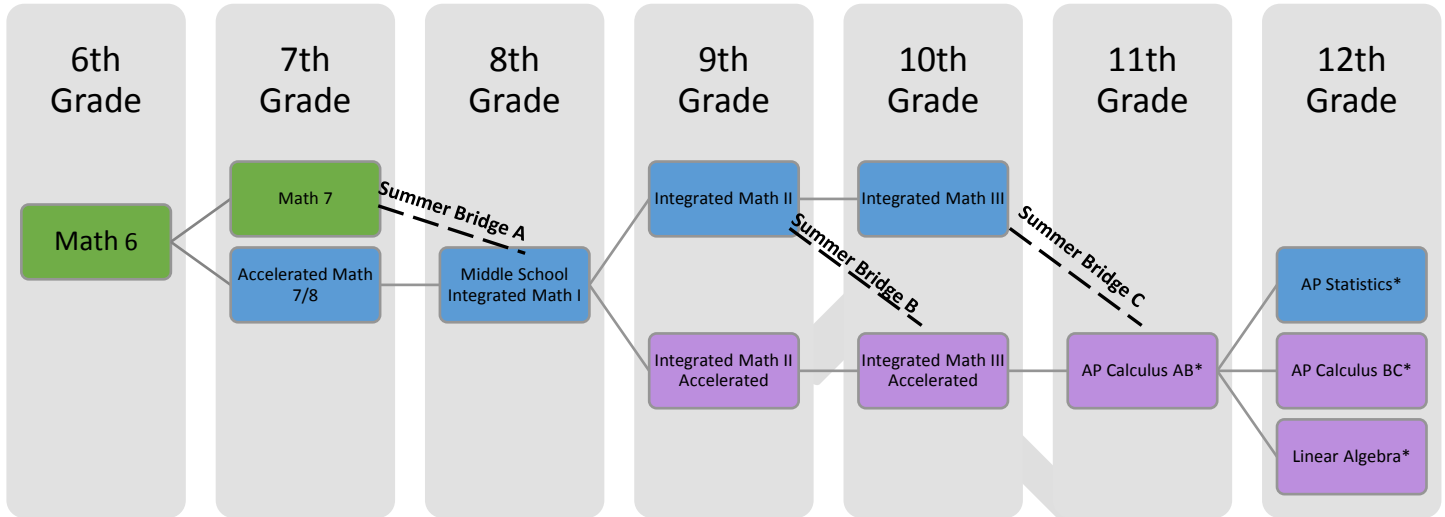
Option 2: End of 9th Grade Integrated Mathematics I





Glendale Unified School District Secondary Math Course Progression

Double Acceleration Mathematics Pathway



DRAFT



Glendale Unified School District

The Path to Calculus BC: *A Progression to Support Accelerated Students*

Philosophy Statement

The CCSSM content and practice standards have set out a rigorous progression of mathematics for grades K-12. Courses do not repeat material, so it is critical that students not miss necessary foundational concepts. The vast majority of K-8 students will be better-served by following the CCSS course of study through 8th grade, then taking Integrated I in high school.

Goals for GUSD Mathematics:

- Ensure that all students have deep understanding of concepts and can apply them to real-world situations
- Design pathways that ensure all students engage in rigorous coursework leading to high levels of math
- Align courses and assessments to CAASPP, Early Assessment Program, and SAT
- Ensure that our students are competitive and college and career ready

Acceleration Progression:

What Does the California Mathematics Framework Say about Student Acceleration?

The California Common Core State Standards for Mathematics Framework [CA CCSSM] clearly weighs in on mathematics acceleration points for students when it states: "Compacted courses should include the same Common Core State Standards as the non-compacted courses. 'Learning the mathematics prescribed by CA CCSSM requires that all students, including those most accomplished in mathematics, rise to the challenge by spending the time to learn each topic with diligence and dedication. Skimming over existing materials in order to rush ahead to more advanced topics will no longer be considered good practice' (Wu 2012). When accelerated pathways are considered, it is recommended that three years of material be compacted into two years, rather than compacting two years into one. The rationale is that mathematical concepts are likely to be omitted when two years of material are squeezed into one. This practice is to be avoided, as the standards have been carefully developed to define clear learning progressions through the major mathematical domains. Moreover, the compacted courses should not sacrifice attention to the Standards for Mathematical Practice." (emphasis added)

The new *California Mathematics Framework* has recommendations on accelerated pathways. These two documents are helpful to reference as we have been using them to research best practices and aligning our accelerated pathways to meet the recommendations in the *California Mathematics Framework* and the Common Core State Standards.

- CA mathematics framework: <http://www.cde.ca.gov/ci/ma/cf/documents/mathfw-appendixd.pdf>
- Outlined in more detail here: [http://www.corestandards.org/assets/CCSI Mathematics Appendix A.pdf](http://www.corestandards.org/assets/CCSSI_Mathematics_Appendix_A.pdf)

When May My Child Accelerate in Math?

There are multiple acceleration decision points located throughout the secondary math pathway. The first acceleration decision point is at the end of 6th grade and the criteria for acceleration is based on multiple measures including district approved diagnostic assessments, current grade in mathematics, and the summative CAASPP state assessment. These district approved math assessments are based on K- 6th grade California State Standards. There are multiple entry points for acceleration throughout the pathway.

Single Acceleration – Option 1: End of Grade 6

The following criteria will be used at the end of Grade 6 to accelerate to Math 7/8 Accelerated. Three of four criteria must be met (*only considered if other criteria do not delineate a clear decision).

1. Score of “Exceeds Standards” on the most recent CAASPP Summative Assessment.
2. Scaled score of 541 or higher on the i-Ready Mid-Year Diagnostic Assessment.
3. Score of 85% or better on the district diagnostic test.
4. *Grade of 4 in Mathematics on the Trimester 2/3 report card (elementary) or an A at the semester 1/2 report card (middle school) in Grade 6.

Single Acceleration – Option 2: End of Grade 9 Integrated I

The following criteria will be used for students enrolled in Integrated I in grade 9 to accelerate into Integrated II Accelerated. Three of the four criteria must be met (* only considered if other criteria do not delineate a clear decision).

1. Score of “Exceeds Standards” on the most recent CAASPP Summative Assessment.
1. Score of 85% or better on the district diagnostic test.
2. *Grade A in Integrated I.

Double Acceleration: End of MS Integrated I (grade 8)

The following criteria will be used for students enrolled in Middle School Integrated I in grade 8 to accelerate into Integrated II Accelerated. Three of the four criteria must be met (* only considered if other criteria do not delineate a clear decision).

1. Score of “Exceeds Standards” on the most recent CAASPP Summative Assessment.
2. Scaled score of 566 or higher on the i-Ready Mid-Year Diagnostic Assessment.
3. Score of 85% or better on the district diagnostic test.
4. *Grade A in Integrated I A/B.

What Do the Accelerated Classes Represent?

The accelerated math courses offer an opportunity to accelerate along the pathway by compacting standards across courses. The middle school accelerated math courses take the content standards from Math 7, Math 8, and Integrated I and redistribute them across two years. The accelerated math courses in high school compress the standards normally taken in Math II, Math III, and Math Analysis (Pre Calculus) into two years.

Which Math Courses in High School Will Have the “Honors Point” for Weighted Grade Point Average?

The UC system has recently altered the criteria for weighted grade point average. If honors points are awarded in the area of math on a commensurate level to traditional pathway courses, the same level of courses would be awarded the honors points. In the new pathway, this would mean that Integrated III Accelerated could receive the weighted grade point average.

My Child Is Currently Doing Higher Grade Level Standards in 6th Grade (i.e. Tutoring Program, Summer Coursework, etc.). Can He/She Skip to MS Accelerated Math I to Start 7th Grade?

Students in sixth grade who may have had exposure to higher grade level standards will still need to meet GUSD criteria for acceleration. If students meet the multiple criteria for acceleration at the end of sixth grade, they will be placed in the Math 7/8 Accelerated course. The Math 7/8 Accelerated course represents a significant acceleration for students and will include rigorous, fast-paced instruction that covers 1.5 years of mathematical standards and standards for mathematical practice.

What If My Child Does Not Meet the Placement Criteria for Acceleration in 7th grade, but I Believe That This Is Not an Accurate Representation of His/Her Ability?

Taking Math 7/8 Accelerated in the 7th grade is highly challenging and should only be attempted by clearly qualified students who are developmentally ready for this acceleration. Students who do not meet the placement criteria for acceleration at this time are advised to take MS Math 7 in grade 7 which is the course recommended by the California Department of Education in the *California Mathematics Framework*. Taking MS Math 7 in 7th grade may still lead to AP Calculus as a 12th grader with opportunities to accelerate after 7th grade and multiple places in high school. .

What Do the Experts Say?

- Decisions to accelerate before ninth grade should not be rushed. Placing students into an accelerated pathway too early should be avoided at all costs. *California Math Framework, Appendix A*
- The CA CCSSM Grade 8 standards are of significantly higher rigor than the Algebra 1 course that our students have taken in 8th grade. *Common Core State Standards, Appendix A*
- Skipping material to get a student to a particular point in the curriculum will create gaps in the student's mathematical background, which may create additional problems later. *College Preparatory Mathematics position paper*
- CPM discouraged algebra in the 8th grade for most students and recommended that acceleration should take place in the high school. *Paul Heckman, PH.D., UC Davis Education Professor*
- Instead of having kids go faster, maybe we should be focusing more on understanding. We know this from the research literature on learning and yet the rhetoric around the political aspect of the issue is that "we have to go faster to cover more." *Hung-His Wu, Ph. D., Professor Emeritus, UC Berkley Mathematics*
- ... a misguided topic has emerged: the best way to educate our brightest students in mathematics is to let them accelerate through the grades. But, many of us in the institutions of higher learning across the country do not agree. *Hung-His Wu, Ph. D., Professor Emeritus, UC Berkley Mathematics*

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 10

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education

SUBJECT: **Proposed Supplementary Textbook for Use in High Schools in the Area of English**

The proposed supplementary textbook, “The Hundred-Year Walk: An Armenian Odyssey,” is submitted for review and discussion by the Board of Education. The book has been reviewed for content and evaluated by members of the English Curriculum Study Committee. In accordance with Glendale Unified School District Board Policy 6161.1, the textbook was available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbook to the Board of Education.

HIGH SCHOOLS

Department: English

English, Grade 10
The Hundred-Year Walk: An Armenian Odyssey by Dawn Anahid MacKeen (Supplementary)
Published by Mariner Books, 2016

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

INFORMATION REPORT NO. 11

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education

SUBJECT: **Proposed Course of Study Outlines for Use in Middle Schools and High Schools in the Area of Career Technical Education (CTE)**

The proposed course of study outlines, Intro to Computers & Technology; Design 5-6; Computer Animation 5-6; Sports Medicine; and Advanced Sports Medicine are submitted for review and discussion by the Board of Education. The course outlines have been reviewed for content and evaluated by members of the Career Technical Education Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outline to the Board of Education.

MIDDLE SCHOOLS

Department: Career Technical Education

Course Title: Intro to Computers & Technology

Grade Level(s): 7-8

Course Credits: 5

Recommended
Prerequisite: None

Course Overview: Intro to Computers and Technology is an introductory course for the Information and Communications Technologies industry sector. This course will review the keyboard layout, finger placement, and typing accuracy. Students will learn web literacy and understand how to navigate the Internet while being safe. Students will also learn how to be good digital citizens. Novice or

coder, students will learn coding to learn new skills or build upon current skills.

HIGH SCHOOLS

Department: Career Technical Education

Course Title: Design 5-6

Grade Level(s): 11-12

Course Credits: 10

Recommended
Prerequisite: Design 1-2 (Required)
Design 3-4 (Required)

Textbooks: Graphic Communications, Fifth Edition, Z.A. Prust, 2010 The Goodheart-Willcox Company, Inc.

Course Overview: Design 5-6 is the capstone course for the Arts, Media & Entertainment industry sector, Design, Visual & Media Arts Pathway. This course will cover the fundamental principles and elements of visual communication. Students will engage in a comprehensive exploration of the various aspects of visual communication including theory, technology and practice. Design 5-6 is intended for self-motivated students who wish to continue their education in the Design field and who would like to contribute to the community through service projects using the students' design skills.

Students will familiarize themselves with design concepts beginning with hands-on problem solving exercises and abstract visual experimentation. They will move on to interact with state-of-the-art graphic design tools, namely, Adobe CS6: Illustrator, Photoshop, and InDesign, and also gain a basic understanding of previous technology which has provided the foundation for current methods.

Department: **Career Technical Education**

Course Title: Computer Animation 5-6

Grade Level(s): 10-12

Course Credits: 10

Recommended

Prerequisite: Computer Animation 1-2
Computer Animation 3-4

Recommended

Textbook: The Illusion of Life, Frank Thomas and Ollie Johnston (Authors)
Hyperion Books ISBN: 978-0786860708
The Animator's Survival Kit, Richard Williams (Author) Faber and
Faber Ltd. 0-571-20228

Course Overview: Computer Animation 5-6 is the capstone course for the Arts, Media & Entertainment Industry sector, under Design, Visual and Media Arts pathway. Computer Animation 5-6 provides students with a complete understanding of the technological and creative aspects of commercial animation, as well as how the industry functions in an in-depth and easy-to-follow format. Students are provided with a complete guide to immersion in the field, from beginning each animation project through completion, integration, and marketing. Simulated design teams have the opportunity to learn all aspects of team building, including the creative, business, and technological components required. Students learn about team dynamics and their role within an Animation company and team; they learn about the global economy and the supply chain in regards to how it affects the production of animated content both in traditional media and online applications. The expected outcome of this class is that all students will have a broad understanding of how a typical Animation company operates, and how animation is produced from concept to marketing.

Department: Career Technical Education

Course Title: Sports Medicine (course revision)

Course Code: 5162/5163

Grade Level(s): 10, 11

Course Credits: 10

Recommended
Prerequisite: Completion of Medical Biology

Recommended
Textbook: Sports Medicine Essentials/Jim Clover (2007)

Course Overview: Sports Medicine 1-2 is concentration course for the Health Science and Medical Technology Industry sector and Patient care pathway. This full-year CTE and Science standard based course is designed to incorporate and expand upon the essential knowledge learned during the student's biology course. It will explore the science components of sport and exercise including biomechanics, exercise physiology, psychology, nutrition, & performance techniques. It will also include the specifics of sports medicine with the exploration of therapeutic careers, medical terminology, anatomy and physiology as it relates to sport and injury, kinesiology, detailed evaluation skills, first-aid competencies, the healing process, injury prevention, rehabilitation techniques, and therapeutic modalities. Multiple laboratory activities and scholarly article reviews are integrated as essential aids in the learning process to extend the students comprehension and application of the current technology and information associated with the science. A compilation of work and competencies will be required to be kept by each student that will develop and build as the course progresses.

Department: Career Technical Education

Course Title: Advanced Sports Medicine (Previously Sports Therapy)
Title change/revision of course content

Course Code: 5164V/5165V CBED code 4260, CDE Course # 3686

Grade Level(s): 11, 12

Course Credits: 10

Recommended Prerequisite: Completion of Sports Medicine

Recommended Textbook: Foundations of Athletic Training - Prevention, Assessment, and Management / Marcia K, Anderson

Course Overview: Advance Sports Medicine is the capstone course for the Health Science and Medical Technology industry sector, patient care pathway. This advanced course is a one-year, lecture-laboratory science elective designed to provide a challenging academic experience and hands-on field experience involved with the rapidly growing field of Sports Medicine. Sports Medicine is a multidisciplinary approach for those involved in sports, involving a variety of professionals, such as physicians, physical therapist, certified athletic trainers, strength and conditioning specialist, and nutritionists.

Technical instruction includes orientation, safety and infection control, communication and interpersonal skills, academic proficiency, and employability skills. Emphasis is placed on: ethical and legal considerations, pharmacology, sports and therapeutic equipment, nutrition and weight management, infection control, assessment of vital signs, basic life support (including AED and CPR), soft tissue injuries, injuries to the lower and upper extremities, injuries to the head and spine, injuries to the chest and abdomen, environmental conditions, medical conditions, taping and bracing, therapeutic modalities, and physical rehabilitation.

All components consist of classroom instruction and on-the-job training hours. The competencies in this course are aligned with the California Common Core State Standards and the California Career Technical Education Model Curriculum Standards.

Glendale Unified School District

Middle School

(Meeting date will be typed in after Board Approval.)

Department: Career Technical Education

Course Title: Intro to Computers & Technology

Course Code:

Grade Level(s): 7-8

Course Credits: 5

Recommended
Prerequisite: none

Recommended
Textbook: Information to Computers and Information Technology 2nd Edition,
Emergent Learning (Author), 2010 Pearson
Information to Computers and Information Technology Student
Workbook 2nd Edition

Course Overview: Intro to Computers and Technology is an introductory course for the Information and Communications Technologies industry sector. This course will review the keyboard layout, finger placement, and typing accuracy. Students will learn web literacy and understand how to navigate the Internet while being safe. Students will also learn how to be good digital citizens. Novice or coder, students will learn coding to learn new skills or build upon current skills.

Course Content:

Unit 1 – Web Literacy

(5 weeks)

STANDARDS

CCSS RTS 2, 3, 5, 6, 8

CCSS WHST 4, 6

Information and Communication Technologies

Knowledge and Anchor Standards 2.4, 2.5, 2.6, 2.7

Technical Knowledge and Skills 10.9

Information Support and Services Pathway A2.4, A3.5

- A. Students will learn web literacy, basic computer terms, how to conduct searches on the internet, and how to validate information on a website. Students will learn to read and understand the components of an URL, evaluate content on a web site, find and ask about the author, look at links going to and coming from websites, understanding search engines and how to conduct good searches, and netiquette. Students will take notes and apply various strategies in evaluating content on websites. Students will practice searching and narrowing searches on the internet.

Students will use google classroom to collaborate with peers and teachers on assignments.

- B. Using the skills students learned in class, students will conduct a short research project on a specified topic using more than one search engine, evaluate the websites for fact or opinion, synthesize information, choose the top three to five websites for use within their research project, and create a presentation about the specified topic including creating a resource page. Students will use the Internet for their research, google classroom for obtaining and turning in their assignment, and google / office 365 documents to create their assignment.

Unit 2 – Digital Citizenship

(5 weeks)

STANDARDS

CCSS SL 2

CCSS RST 2, 3, 5, 6, 8

CCSS WHST 4, 6

Information and Communication Technologies

Knowledge and Anchor Standards 2.4, 2.6

- A. Students will learn about information literacy, privacy and security, self-image and identity, creative credit and copy write, cyberbullying, internet safety, relationships and communications, and digital footprint and reputation. Students will learn through direct instruction and digitalcompus.org. Students will interact within digitalcompus.org given a scenario and decisions to make and throughout each course with various outcomes. Students will discuss with partners how and why some choices were positive, negative, or neutral. Then students will write a reflection on what choices are good choices to make in a given situation, which choices they should not make, and if something like this has already happened what they did that was good or what they need to do next time to make better choices for all involved.
- B. Students explore how decisions made in their digital lives can impact their relationships in the future. Through a choose-your-own-path format, students play through various perspectives of a storyline, each with its own digital citizenship dilemma. The varied story paths and multiple decision points encourage students to play repeatedly in order to explore alternative courses of action. Students will then write a reflection about the relevance of each topic in their own personal life. Students will be assigned one topic to create a poster / presentation to share with other middle school students about positive digital citizenship.

Unit 3 – Introduction to Coding

(10 weeks)

STANDARDS

CCSS RST 3, 4

CCSS WHST 2

Information and Communication Technologies

Knowledge and Anchor Standards 2.4, 2.6

Information Support and Services Pathway A6.2, A6.3

- A. Using Creative Coding Through Games and Apps by Microsoft students will learn the fundamentals of programming and computational thinking while being creative, curious, and collaborating with others. Students will gain confidence in working

- with technology, and learn how to solve real world problems using computers. Students analyze the structure, elements, and logic of a computer games.
- B. Students will work in the TouchDevelop environment completing lessons that will have the students being able to describe what a computer program is, use and implement common program control structures, read code in the TouchDevelop environment, and create and publish TouchDevelop apps and games. Using the coding concepts students learn in TouchDevelop, students will code their own interactive story, animation, or game in scratch (<http://scratch.mit.edu/>) to demonstrate understanding of given parameters.

Glendale Unified School District

High School

(Meeting date will be typed in after Board Approval.)

Department: Career Technical Education

Course Title: Design 5-6

Course Code:

Grade Level(s): 11-12

Course Credits: 10

Recommended
Prerequisite: Design 1-2 (Required)
Design 3-4 (Required)

Textbooks: Graphic Communications, Fifth Edition, Z.A. Prust, 2010 The Goodheart-Willcox Company, Inc.

Course Overview: Design 5-6 is the capstone course for the Arts, Media & Entertainment industry sector, Design, Visual & Media Arts Pathway. This course will cover the fundamental principles and elements of visual communication. Students will engage in a comprehensive exploration of the various aspects of visual communication including theory, technology and practice. Design 5-6 is intended for self-motivated students who wish to continue their education in the Design field and who would like to contribute to the community through service projects using the students' design skills.

Students will familiarize themselves with design concepts beginning with hands-on problem solving exercises and abstract visual experimentation. They will move on to interact with state-of-the-art graphic design tools, namely, Adobe CS6: Illustrator, Photoshop, and InDesign, and also gain a basic understanding of previous technology which has provided the foundation for current methods.

First Semester

Unit 1: Orientation and Review

2 weeks

CA Standards for Career Practice

3. Develop an education and career plan aligned with personal goals

Industry Sector Anchor Standard

2.6, 3.0, 3.1, 3.2, 3.3, 3.5, 3.9, 6.2 6.3, 6.4, 6.6, 7.2, 8.3, 8.4, 8.7, 10.1, 10.2

Pathway Standard

A1.0, A1.1, A5.0, A5.2, A8.1

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7

Writing Standards: 11-12.4

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects: 11-12.5

This unit of study is for reviewing the concepts learned the previous year and for students to focus the direction they want to pursue artistically. Students will review class procedures, vocabulary, and the use of materials and tools. It is important for students to review these concepts in order to start the year with confidence.

Students will review the following:

- Studio procedures and expectations
- Elements of Art and Principles of Design
- Audiences, markets, and concepts

Upon completion of the unit students will feel more confident in their ability to use the computer and software. Students will demonstrate an understanding of vocabulary and invest in their future as a designer.

Unit 2: Social Issues Booklet

6 weeks

CA Standards for Career Practice

2. Communicate clearly, effectively, and with reason.

11. Employ valid and reliable research strategies.

12. Understand the environmental, social and economic impacts of decisions.

Industry Sector Anchor Standard

2.4, 4.3, 4.4, 5.1, 7.4, 7.8, 8.6, 9.5

Pathway Standard

A1.0, A1.2, A2.0, A2.1, A2.6, A2.7, A3.0, A3.2, A3.4, A3.5, A3.6 A4.0 A4.2, A4.5, A8.1

Common Core State Standards

Language Standards: 11-12.2

Reading Standards for Literature: 11-12.1

Reading Standards for Informational Text: 11-12.1, 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.1, 11-12.7, 11-12.9

Writing Standards: 11-12.2, 11-12.4, 11-12.5, 11-12.6, 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical

Subjects: 11-12.2, 11-12.4, 11-12.5, 11-12.6

In this unit students will select a social issue that they are passionate about and create a booklet to draw attention to that issue. Based on their research and learning from documentaries, students will create an 8 page informational booklet that includes the following:

- Explanation of Issue
- History of the issue, Facts- can be statistic, charts, etc.
- Pros and cons points of view- can be interviews, etc.
- Solutions/ personal actions – how can people get involved to solve the issue?
- Local links/ Resources

Students will write a proposal for the book and include the problem, cause and effect, the audience, design elements, links/ resources/ references, and the social action they will personally take to create awareness or change.

Students will write the contents of their book with appropriate sub-headings in their own words. A bibliography of all sources must be provided when final book is completed.

Students will draw three completely different thumbnail sketches for the 8 pages. After choosing (with teacher) one final thumbnail design, they will design a color layout for the cover page.

Students will digitally design the booklet, print and turn it in. Weekly progress checks will be every week during the process.

Unit 3: Redesigning Currency

6 weeks

CA Standards for Career Practice

4. Apply technology to enhance productivity.
5. Utilize critical thinking to make sense of problems and persevere in solving them.
10. Demonstrate creativity and innovation.
11. Employ valid and reliable research strategies.

Industry Sector Anchor Standard

2.6, 4.0, 4.1, 4.3, 5.4, 7.4, 7.8, 8.6

Pathway Standard

A1.0, A1.2, A2.0, A2.1, A2.4, A2.6A3.2, A4.2, A5.5, A8.1

Common Core State Standards

Reading Standards for Informational Text: 11-12.1, 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects: 11-12.7, 11-12.8

In this unit students will research historical and cultural traditions including art/design of another country of their choice and redesign the currency of that country.

Students will analyze the existing currency of their chosen country and decide what and why they would like to improve in their own version of the currency. They will research the culture of the county and collect important images to be used in their own design.

Students will draw three different thumbnail sketches for four different bills. After choosing one final design, they will create 4 color layouts, one for each bill.

Students will digitally design the currency, print and turn it in. Weekly progress checks will be made every week during the process.

Unit 4: Food Packaging Design

6 weeks

CA Standards for Career Practice

1. Apply appropriate technical skills and academic knowledge.
4. Apply technology to enhance productivity.
5. Utilize critical thinking to make sense of problems and persevere in solving them.
10. Demonstrate creativity and innovation.
11. Employ valid and reliable research strategies.

Industry Sector Anchor Standard

2.6, 4.0, 4.1, 4.3, 4.4, 5.4, 6.3, 6.7, 8.6, 9.7, 10.2

Pathway Standard

A1.0, A1.2, A1.4, A2.0, A2.1, A2.6, A2.9, A4.0, A4.3, A5.3, A8.1

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects: 11-12.7

Students will create a design for a healthy food packaging. The following criteria will be considered as part of their design:

- Product
- Target audience
- Retail venue
- Price point
- Competition

Students will draw three different thumbnail sketches and choose one to create a color composition. They will decide what colors will appeal to their target audience. They will also decide what company and product name will attract the target audience. They will list all nutritional ingredients to be used and all mandatory information for packaging.

Students will also decide what kind of packaging shape/box and template they will use for their product. They will digitally design their packaging design on a template of their choice, print, construct and turn it in. Weekly progress checks will be made every week during the process.

Second Semester

Unit 5: Special Edition DVD

6 weeks

CA Standards for Career Practice

1. Apply appropriate technical skills and academic knowledge
4. Apply technology to enhance productivity.
5. Utilize critical thinking to make sense of problems and persevere in solving them.

10. Demonstrate creativity and innovation.
11. Employ valid and reliable research strategies.
12. Understand the environmental, social, and economic impacts of decisions.

Industry Sector Anchor Standard

2.6, 4.0, 4.1, 4.3, 5.1, 5.2 6.3, 7.5, 8.2, 8.6, 10.2

Pathway Standard

A1.0, A1.2, A1.4, A2.0, A2.1, A2.6, A2.7, A2.9, A4.0, A4.3, A4.6, A5.3, A8.1, A8.2, A8.4

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.8, 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects: 11-12.4

Students will design a special edition DVD package for a movie of their choice. The design process will include the following:

- Research of the movie of their choice, collecting images
- Drawing three different thumbnail sketches of the packaging layout
- Designing the front and back cover and inside panels
- Designing the cover for the DVD insert
- Designing the DVD disc covers
- Designing the booklet that will go inside the package
- Designing any cutouts or pop up images that may be inside the package

After students finish designing each part of the DVD package, they will print, construct and turn in their final special edition package design. Weekly progress checks will be made every week during the process.

Unit 6: Board Game Design

6 weeks

CA Standards for Career Practice

1. Apply appropriate technical skills and academic knowledge

4. Apply technology to enhance productivity.

5. Utilize critical thinking to make sense of problems and persevere in solving them.

10. Demonstrate creativity and innovation.

11. Employ valid and reliable research strategies.

Industry Sector Anchor Standard

2.6, 4.0, 4.1, 4.3, 5.2, 5.3, 5.4, 6.3, 6.4, 6.6, 7.2, 7.4, 7.5, 8.2, 9.7, 10.2, 10.3

Pathway Standard

A1.0, A1.2, A2.0, A2.1, A2.6, A2.9, A4.0, A4.4, A5.7, A8.1, A8.2, A8.7

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.8

Writing Standards for Literacy in History/Social Studies, Science, and Technical
Subjects: 11-12.6, 11-12.8

Students will be design a board game of their choice. The design process will include the following criteria:

- Board game designed using Adobe Illustrator
- Game pieces modeled with 3D software
- Accessories such as money, etc.
- Instructions on how the game is played

Students will learn 3D modeling by following the tutorials on www.tinkercad.com

They will also do research- Search board games, images online and read how each game is played, collect images of different board layouts, styles, themes, rules, instructions, game pieces, etc.

The design process will include the following:

- Designing the layout
- Choosing colors
- Designing the players and creating the game rules

Students will only use the graphics they create. They will focus on the quality of the graphics, aesthetics of their board and overall neatness and craftsmanship. After students finish designing each part of the board game, they will print the final design and paste it on a board. They will also design and create the accessories for the board game. Weekly progress checks will be made every week during the process.

Unit 7: Typography

4 weeks

CA Standards for Career Practice

1. Apply appropriate technical skills and academic knowledge
4. Apply technology to enhance productivity.
10. Demonstrate creativity and innovation.

Industry Sector Anchor Standard

2.4, 4.0, 4.1, 4.3, 5.4, 7.4, 10.3

Pathway Standard

A1.0, A1.2, A1.5, A1.6, A1.8, A2.0, A2.1, A2.6, A2.7, A2.9, A4.0, A4.3, A4.6, A5.3, A8.1, A8.2

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.8, 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical
Subjects: 11-12.4

In this unit, students will be given the opportunity to expand their creative process by using letterforms and words to create an artwork. They will create a typographic portrait of an artist, an author, a scientist, or a notable figure. The design will include a quote or a passage of text he/she has written.

Students will create a 16x20 portrait focusing on the composition- no floating heads, extreme centering, etc. They will use varying size and layout of type for a clean look. It is important to create a realistic representation of figure. Students will add details created with type and make sure the quote or passage integrated seamlessly.

This unit is also a refresher course to typography. Students will revisit the history of typography as well as all of the components of typography including:

- Type Anatomy: height, cap height, baseline, ascender, descender, bowl, serif, stem, ligature, terminal, spine.
- Type Identification: The ability to distinguish between font families and typefaces.
- Type Categories: Serif, Sans-Serif, Blackletter, Modern, Roman, Old Style, Transitional, Humanist Sans, Geometric Sans.
- Proper Usage: Display vs. Body copy, Uppercase vs. lowercase
- Typesetting: tracking, leading, kerning

Once the students have designed their artwork, students will share and discuss their outcomes. Why did they make the choices they made, why did they elect the font or color? What was their intention? Students will share out, demonstrating an understanding of vocabulary and speak to the successes of their work while also sharing ideas for improvement.

Unit 8: Self Promotional Design

4 weeks

CA Standards for Career Practice

1. Apply appropriate technical skills and academic knowledge
2. Communicate clearly, effectively, and with reason.
4. Apply technology to enhance productivity.
5. Utilize critical thinking to make sense of problems and persevere in solving them.
10. Demonstrate creativity and innovation.
11. Employ valid and reliable research strategies.

Industry Sector Anchor Standard

2.4, 3.0, 3.1, 3.2, 3.3, 3.8, 4.0, 4.1, 4.3, 5.4, 7.2, 7.4, 7.5, 7.8, 8.4, 9.5, 9.7, 10.2, 11.2, 11.5

Pathway Standard

A1.0, A1.2, A1.9, A2.0, A2.1, A2.6, A2.7, A2.9, A3.2, A4.0, A4.3, A4.6, A5.3, A5.6, A8.1, A8.4, A8.7

Common Core State Standards

Reading Standards for Informational Text: 11-12.7

Reading Standards for Literacy in History/Social Studies: 11-12.7, 11-12.9

Writing Standards: 11-12.8, 11-12.9

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects: 11-12.4, 11-12.5

Students will create a design piece to promote themselves as a graphic designer. The following criteria will be considered as part of their design:

- Fun, interesting, humorous, eye catching idea
- Includes their resume
- Includes images of portfolio pieces
- Can be 3D or 2D designing

- Attention to detail and presentation

Students will draw three different thumbnail sketches of different ideas and choose one to create a detailed sketch. They will also create a color composition.

Students will decide what kind of 3D packaging shape or 2D template they will use for their self-promotional piece. They will finish designing digitally, construct and turn it in. Weekly progress checks will be made every week during the process.

Additional Recommended Materials -

The Visual Experience, Second Edition, Jack Hobbs & Richard Salome, 1995 Davis Publication, Inc.

Glendale Unified School District

High School

(Meeting date will be typed in after Board Approval.)

Department: Career Technical Education

Course Title: Computer Animation 5-6

Course Code:

Grade Level(s): 10-12

Course Credits: 10

Recommended Prerequisite: Computer Animation 1-2
Computer Animation 3-4

Recommended Textbook: The Illusion of Life, Frank Thomas and Ollie Johnston (Authors) Hyperion Books ISBN: 978-0786860708
The Animator's Survival Kit, Richard Williams (Author) Faber and Faber Ltd. 0-571-20228

Course Overview: Computer Animation 5-6 is the capstone course for the Arts, Media & Entertainment Industry sector, under Design, Visual and Media Arts pathway. Computer Animation 5-6 provides students with a complete understanding of the technological and creative aspects of commercial animation, as well as how the industry functions in an in-depth and easy-to-follow format. Students are provided with a complete guide to immersion in the field, from beginning each animation project through completion, integration, and marketing. Simulated design teams have the opportunity to learn all aspects of team building, including the creative, business, and technological components required. Students learn about team dynamics and their role within an Animation company and team; they learn about the global economy and the supply chain in regards to how it affects the production of animated content both in traditional media and online applications. The expected outcome of this class is that all students will have a broad understanding of how a typical Animation company operates, and how animation is produced from concept to marketing.

First Semester

1. Unit 1: My Role on the Team

(2 weeks)

- A. Design, Visual, and Media Arts Anchor Standard 6.3, 10.6
Advanced Animation Pathway Standard A1.0, A1.1, A2.3, A 4.0, A4.6
Common Core Standards: CCSS LS 11-12.6, LS 1.B

- B. This unit introduces students to the concept of team project production work and how each member of the team, assigned a specific role based upon their personal skills and strengths, provides essential elements and skills that make the completion of large-scale projects (such as the design of a TV show or Feature Film) possible. In addition to the various roles found within a typical Animation company, students also learn about Hard Skills and Soft Skills and how Hard Skills, though crucial in getting a job, are only half of the skill base that people need to get and, more importantly, keep a job and work effectively within a team. Students use a personal assessment tool to identify personal strengths and weaknesses related to learning and work environments using vocabulary common to Animation Industry environments. Students learn about the 12 basic animation principles, as well as basic film language and industry standards for script writing and animation industry pipelines for film and television productions. Students explore and discuss methods of communication and scheduling for animation production teams.

This unit is also an introduction to Life Drawing, which is required in any professional and post secondary Portfolio. It also broadens the student's ability to build the necessary artistic skills for a future animation career. In this project we will explore posing and anatomy, as well as animation concept such as Line of Action, Squash and Stretch, and recognizing a character's Balancing Point.

Assignment 1: Students will complete a multicultural self-assessment in order to explore their own beliefs. Students will then use the results of their surveys in order to explore how their own beliefs and potential biases can potentially serve them and hinder them in the workplace. Students will present their findings as well as their strengths, and what they can offer in a team environment.

Assignment 2: Students explore the value of cultural differences while they create a Cultural Awareness PowerPoint (Multicultural Expo Google Presentation) designed to research cultural differences typically found within the workplace, then present their findings to the class. This is a team-project consisting of multiple slides and concepts thus forcing students to designate a Project Manager who will then delegate each presentation concept to each team member. Students work together to complete the presentation, then present their findings orally and visually to the class.

2. Unit 2: Script Writing and Breakdown (2 weeks)

- A. Design, Visual, and Media Art Anchor Standard 6.3, 10.6
Advanced Animation Pathway Standards A1.0, A1.1, A2.7, A3.2 A4.6, A7.1, A7.2, B6.1, B6.5,
Common Core Standards: CCSS LS 11-12.6, LS 1.B, W3-6

- B. Script writing and breakdown is the most important area of study and the foundation of everything that follows within the pathway. The unit approaches

Scriptwriting and storyboarding from the viewpoint of how it affects the animation employee and the consumer in an animated entertainment operation. It is covered in two components. The first component covers the types of common story structures and how to utilize them. Students will use industry standard resources and tools. script breakdown is the second component of this unit. It covers the creation of a production pipeline based on the content of the script written by the students themselves.

3. Unit 3: Computerized Entertainment and Classification (2 weeks)
- A. Design, Visual, and Media Art Anchor Standard 6.3, 10.6
Advanced Animation Pathway Standards A1.0, A1.1, A2.7, A3.2 A4.6, A7.1, A7.2, B6.1, B6.5,
Common Core Standards:
CCSS LS 11-12.6, LS 1.B
- B. This unit explores how entertainment is classified by genre and theme. It also explores how this information is used to sell an animated project. Finally, the life-cycle of entertainment products is explored from experimental media, to mainstream media. Students learn about the historical cycle of media, both information and entertainment, and how that cycle, though following the same pattern, has accelerated nearly exponentially since the last half of the 20th century. Students' research, compares, and categorizes the correct genre of popular animation, then analyze examples of different animation genres.
- Assignment 1: Individually, students will write one page screenplay of a genre of popular animation. Students will then break down the script into production pipeline elements to hand off to different specialists in the production process. Presentation.
- Assignment 2: Using the previous assignment, students will create a series of designs that are to be used in the production. The goal of the designs is to provide for the animators background artists prop designers and voice actors, complete designs of all elements of the production that the animators and storyboard artists will need to complete the production.
- Assignment 3: Students learn to storyboard their script using standard film language to tell an effective story. Students will then provide voice acting and sound effects and time the storyboard to create an industry standard animatic.
- Assignment 4: Students will look up two to three scholarly articles regarding the cognitive benefits and potential psychological consequences of watching animation. Using their research, students will write a two to three page argumentative essay taking a stance either for or against animation content. Students must discuss both, the benefits and consequences of watching animation in order to strengthen their arguments. Students will write their argumentative essay in MLA format and must cite their sources using parenthetical citations and bibliography page (bibliography is not a part of their two to three pages).

Assignment 5: Students will present their argument from the previous assignment to the class. Students will complete a 3-5 minute presentation highlighting the key points to their arguments. Students may use visual aids during their presentation.

4. Unit 4: Evolution of Animation (2 weeks)

- A. Design, Visual, and Media Art Anchor Standard 2.4, 2.5, 10.3, Advanced Animation Pathway Standards A1.0, A1.1, A2.7, A3.2 A4.6, Common Core Standards: CCSS LS 11-12.6, LS 1.B
- B. This unit explores the reason how people created animation through history. Students are presented with evidence that shows how humankind's natural need for allegorical story has led to the development of continually more advanced and complex animation throughout history, and that it continues today. Students learn about the evolution of governmental regulation of the entertainment industry due to changing societal attitudes regarding visual violence and sexual content and racial mores and how this regulation has affected the production of entertainment media over the past two decades.

Assignment 1: Students will look up two to three scholarly articles regarding the cognitive benefits and potential psychological consequences of watching animation. Using their research, students will write a two to three page argumentative essay taking a stance either for or against animation content. Students must discuss both, the benefits and consequences of watching animation in order to strengthen their arguments. Students will write their argumentative essay in MLA format and must cite their sources using parenthetical citations and bibliography page (bibliography is not a part of their two to three pages).

Assignment 2: Students will present their argument from the previous assignment to the class. Students will complete a 3-5 minute presentation highlighting the key points to their arguments. Students may use visual aids during their presentation.

Assignment 3: Using Storyboard Pro, students animate emotionally resonant scenes with each of their characters in the previous lessons storyboard. These activities further exemplify the emotional qualities that constitute an animated show or movie, and how to creatively use film language and acting to create a meaningful experience for the audience.

5. Unit 5: Studio Practices and Styles (2 weeks)

- A. Design, Visual, and Media Art Anchor Standard 2.4, 2.5, 10.3, Advanced Animation Pathway Standards A1.0, A1.1, A2.7, A3.2 A4.6, Common Core Standards: CCSS CCR RST 3,4, 7,9 RI 3-7
- B. In this unit, students are exposed to the various animation studios and their concomitant styles and subject matter. Students learn about each of the

animation industry's primary employer's production pipelines are constructed, and how those components work together to make animated content possible.

Assignment 1: Students select two animation companies to compare. Students will discuss various components to each company's platform along with the pros and cons to each company's animation design and storytelling styles. Students will use their comparisons in a brief 3-5 minute class presentation. Students may use PowerPoint, Google Slide, Prezi or poster as a visual aid in their presentations.

Assignment 2: Students animate quick character studies in the style of a chosen studio and specific director. Finally, students analyze their own animation created and then enhanced in Activities 6-3, then critique those of five other students within the class.

Assignment 3: Students will use their peer critiques from the previous assignment to make improvements to their animation. Students will present their animation and explain the improvements they made to their animation to the class.

6. Unit 6: Perspective, Scene Design, and Basic Animation (11 weeks)

A. Design, Visual, and Media Art Anchor Standard 2.5, 5.2, 7.5,
Advanced Animation Pathway Standards A1.0, A1.1, A2.7, A3.2 A4.6, A7.1, A7.2
Common Core Standards: CCSS CCR RST 3,4, 7,9 RI 3-7

B. Students will demonstrate and practice the use of industry programs and techniques, facilities and equipment. Students will identify and learn how to tell a visual story using standard film language (i.e. Shot design) in order to effectively communicate with an audience. Students will also learn advanced perspective character and prop design. Students are evaluated through teacher observations of projects in progress. Students will be assessed through, lab work, multimedia presentations, discussion, and participation.

This unit provides a comprehensive instruction in the application of visual elements to communicate with an audience. *Every 2-3 weeks* a different graphic storytelling tool/ technique/method will be covered, such as Character Design and Model sheet construction, Scene Planning, Prop Design, Scene Blocking and Production Efficiency. A combination of teacher lecture, textbooks, student participation lab, and multimedia technology are used. Students will be assessed through tests, Project work, multimedia presentations, discussion, and participation.

Second Semester

7. Unit 7: Collision Theory and Logic, Life Drawing and Animation History (2 weeks)

A. Design, Visual, and Media Arts
Anchor Standard 6.3, 10.6
Advanced Animation Pathway
Standard A1.0, A1.1, A2.3, A 4.0, A4.6
Common Core Standards: CCSS LS 11-12.6, LS 1.B

- B. This unit is a further implementation of Life Drawing, which is required in any professional and post-secondary Portfolio. It also broadens the student's ability to build the necessary artistic skills for a future animation career. In this project we will explore posing and anatomy, as well as animation concept such as Line of Action, Squash and Stretch, and recognizing a character's Balancing Point. In this unit, students are introduced to basic animation physics and how our understanding of them, while not constrained at all to those we experience in the natural world, nonetheless influences those physics. Students learn how animators create virtual environments that behave physically in the same way that the real environment is expected to behave, but break down when needed for either humor or suspension of disbelief in a heroic manner and how both contribute to compelling storytelling.

Assignment 1: Students will look up two to three scholarly articles regarding the cognitive benefits and potential psychological consequences of watching animation. Using their research, students will write a two to three page argumentative essay taking a stance either for or against animation content. Students must discuss both, the benefits and consequences of watching animation in order to strengthen their arguments. Students will write their argumentative essay in MLA format and must cite their sources using parenthetical citations and bibliography page (bibliography is not a part of their two to three pages).

Assignment 2: Students will present their argument from the previous assignment to the class. Students will complete a 3-5 minute presentation highlighting the key points to their arguments. Students may use visual aids during their presentation.

Assignment 3: Using Storyboard Pro, students animate emotionally resonant scenes with each of their characters in the previous lessons storyboard. These activities further exemplify the emotional qualities that constitute an animated show or movie, and how to creatively use film language and acting to create a meaningful experience for the audience.

Assignment 1: Students learn to animate a basic gag (joke). Students practice applying logic and collision theory in cartoon story design. Students learn how to size a background scene to fit the frame of a show or movie.

Assignment 2: Students will use their peer critiques from the previous assignment to make improvements to their animations. Students will present their animations and explain the improvements they made to their animations to the class.

8. Unit 8: Timing Animation, and Animatic (10 weeks)

- A. Design, Visual, and Media Art Anchor Standard 6.3, 10.6
Advanced Animation Pathway Standard A1.0, A1.1, A2.3, A2.4, A2.6, A7.0,
Common Core Standards: CCSS CCR RST 3,4, 7,9 RI 3-7
- B. This unit is an introduction to Animatic timing, Animation and Animation Timing as well as voice acting and lip synch. Students will produce a timed animatic

with voice recordings they themselves or their friends do, and a couple of short animated scenes. Students are also exposed to the various animation studios and their concomitant styles and subject matter. Students learn about how each of the animation industry's primary employer's production pipelines are constructed, and how those components work together to make animated content possible.

Assignment 1: Using traditional animation practices, students animate the previously created storyboard. This assignment illustrates the amount of work involved in creating the kinds of animation students have come to expect from the shows and movies they purchase.

Assignment 2: Students will research the differences between two-dimensional and three-dimensional virtual world rendering and how interaction within these two environments differs. In groups, students will create a PowerPoint, Google Slide or Prezi presentation about these differences and how they affect overall viewer satisfaction and storytelling dynamics. Students will also discuss their previous assignment and how much work is involved in the animation that is expected from animation studios today.

Assignment 3: Students will use their peer critiques from the previous assignment to make improvements to their animation. Students will present their animation and explain the improvements they made to their animation to the class.

9. Unit 9: Animation and fan Culture (2 weeks)

A. Design, Visual, and Media Art
Anchor Standard 6.3, 10.6
Advanced Animation Pathway

Standard A1.0, A1.1, 3.1, 3.3, 3.4, 3.6 3.9 , and 11.5
Common Core Standards: CCSS CCR SL 1-6, RI 1-4,7

B. In this unit, students learn that an animated product must have some element that engages players and keeps them interested. They also learn about the importance of character immersion in keeping audience interest high. Students also learn although immersion has obvious positive aspects in making a project watchable and profitable, immersion also has the negative side effect of viewers into addictive consumption. This chapter also dives-into the many meanings of the word fan and that, though a commonly used word, is actually one that is very difficult to define and describe. Finally, social benefits to fan communities are explored along with the issues involved in maintaining an online community.

Assignment 1: In groups, students will research addictive viewing behavior and the negative effects of addictive viewing behavior. Students will use their research to create a public service announcement (PSA) warning consumers about the negative effects of addictive viewing behavior and show it to the class. Students may record their PSA and play it for the class or, present their PSA live to the class.

Assignment 2: Students will research the social benefits along with potential harm that may come from online fan communities. Students will cite points for each argument from 3 different sources. Students will then be divided into teams for a class debate with one team supporting online fan communities and the other team

will oppose online fan communities. Students will then switch teams so, each student gets to argue for and against online fan communities.

Assignment 3: Students extend learning on animated content to include skills on call aspects of storytelling cinematography acting and emotional music cueing. Students analyze their own animations, and then critique those of five other students within the class.

10. Unit 10: Reverse Engineering and Professional Reviews (2 weeks)

A. Design, Visual, and Media Art

Anchor Standard 6.3, 10.6

Advanced Animation Pathway

Standard A1.0, A1.1, 3.1, 3.3, 3.4, 3.6 3.9, 11.5

Common Core Standards: CCSS CCR RI 2-4, L 4-6, RI 1-4

- B. This unit explores how Animation companies evaluate the overall quality of the shows that they produce, as well as those that are produced by their competitors. Students learn how companies regularly reverse-engineer shows within genres for which they wish to create new projects. Students also learn about how copyright laws are used to protect the intellectual property (the shows and characters) that Animation companies create. Finally, students learn about the skills that Animation Company's look-for when hiring people who can critique the shows that they produce as well as those of their competitors, and why this critiquing helps keep the company competitive.

Assignment 1: Students will take the role of an animation company's research team. Students will critique a TV show or movie of their choice. Students will then present their critiques to the class using screen shots from their selected project.

Assignment 2: Students will research the lawsuit Universal v. Nintendo where, Universal felt that the Nintendo game Donkey Kong was too similar to their movie, King Kong. Students will write a reflection paper (1-2 pages) discussing their viewpoints on the lawsuit. Students must cite their sources using parenthetical citations and a Bibliography page.

Assignment 3: Students learn the basic skills needed to create an animation. Students learn how to set the action point and hot spot for the animations they create. Finally, students make an intelligent judgment about whether the animated project succeeded or failed in its objectives.

11. Unit 11: Global Economy and Supply Chain (3 weeks)

A. Design, Visual, and Media Art

Anchor Standard 6.3, 10.6

Advanced Animation Pathway

Standard A1.0, A1.1, 3.1, 3.3, 3.4, 3.6 3.9, 11.5

Common Core Standards: CCSS CCR SL 2.6, L 4-6, RI 1-4,

- B. In this unit, students learn that a great number of people are involved in getting a game from an original concept to a finished product that may be sold to the video gaming market. Students learn how the concept of Specialization of Labor ultimately developed into the modern supply chain and how, at each stage of the supply chain, value is added to make the product sell and the company more profitable. The complexity of the global market and supply chain is explored as well as how students fit into that chain now and in the future.

Assignment 1: Students will research Plato's theory of Specialization of Labor and why companies believe Specialization of Labor can lead to increased productivity. Students will complete a class activity where students will work in groups of three. Each group gets one stapler and one pile of paper. The task is to collate five pieces of paper and staple the five pieces together for a booklet. The goal is to see how many booklets can be produced in two minutes. After two minutes, students will count how many booklets each group has produced. Students will then complete the same activity by themselves. Using this activity, students will discuss the economic significance of specialization and division of labor. Students will write a brief reflection (1-2 pages) using their research and the class activity. Students must cite their sources using parenthetical citations and a Bibliography page.

Assignment 2: Students build a rhythm game, then tune the game to match game play with game sounds. Students design and build a custom user interface. Students explain acceptable use of royalty-free and copyrighted materials. Students test and analyze the game built to determine the value of key elements in the video game, then make an intelligent judgment about whether the game succeeded or failed in its objectives.

Final Exam Details: Students will research careers in Animation. They will search job sites and the union to get the detailed requirements to become an animation professional. Students will select a specific job listing from a company of their interest, then students will research the requirements of their respective job listing/company including: preferred skills, what college degrees would be required, what type of experience they need to have, and the costs associated with getting the required credentials versus the amount they will be making.

Using their three best pieces of work from previous assignments, students will also create a portfolio (using screenshots, photographs of projects, etc.) they can use in an interview. Students will use their findings from the research they conduct to make their portfolios cater to the specific company to which they plan on applying. They will present this to the class in a five to ten minute presentation, as if they would to their prospective employers. Fellow students will evaluate the presentation with a rubric provided by the teacher that aligns with rubrics used in real-life interviews.

Glendale Unified School District

High School

(Meeting date will be typed in after Board approval)

Department: CTE

Course Title: Sports Medicine (course revision)

Course Code: 5162/5163

Grade Level(s): 10, 11

Course Credits: 10

Length of Course: Full Year

Recommended
Prerequisite: Completion of Medical Biology

Recommended
Textbook: Sports Medicine Essentials/Jim Clover (2007)

Course Overview: Sports Medicine 1-2 is concentration course for the Health Science and Medical Technology Industry sector and Patient care pathway. This full-year CTE and Science standard based course is designed to incorporate and expand upon the essential knowledge learned during the student's biology course. It will explore the science components of sport and exercise including biomechanics, exercise physiology, psychology, nutrition, & performance techniques. It will also include the specifics of sports medicine with the exploration of therapeutic careers, medical terminology, anatomy & physiology as it relates to sport and injury, kinesiology, detailed evaluation skills, firstaid competencies, the healing process, injury prevention, rehabilitation techniques, and therapeutic modalities. Multiple laboratory activities and scholarly article reviews are integrated as essential aids in the learning process to extend the students comprehension and application of the current technology and information associated with the science. A compilation of work and competencies will be required to be kept by each student that will develop and build as the course progresses.

Course Content:

Semester 1

Unit 1: Introduction (1 week)

Standards:

Health Science and Medical Technology

Anchor Standard 3.1, 3.4, 10.1, 10.2

Patient Care Pathway

Standard B5.1, B5.2, B5.4, B5.5

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

1. Students will integrate the history and advancement of medicine and explore the variety of therapeutic and exercise science careers. Proper medical terminology will be learned and put together with understanding the kinesiology of anatomical planes, positions, directional terms and movements. This knowledge will continually be reinforced throughout the class. Legal and ethical concerns will be reviewed in relation to appropriate treatment, documentation and legislation.

2. a. The student's will be investigating a career field related to sports medicine or exercise science and evaluated with a research paper and presentation to the class with specific areas such as education, setting, salary, job skills, continuing education, etc... being reviewed. During each semester, the students will be required to do 10 hours (20 total) of observation within the sports medicine or exercise science field and conclude with a paper describing their observations and experience.

b. Students will learn and prepare proper SOAP and HIPS notes for documentation using combining knowledge and differentiation of subjective and objective findings with proper medical terminology.

Unit 2: Body system, Prevention, and First-Aid (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 6.2, 6.4, 6.6

Patient Care Pathway

Standard B11.1, B11.2, B11.3, B11.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. Students will learn normal physiology and homeostasis of the body systems with blood pressure, body temperature, and respiration rate and medical evaluation included in preparticipation medical evaluation. The effects of trauma to the body systems will be reviewed and connected with primary and secondary survey assessments of injury and treatment. The science and effectiveness of CPR and AED will be taught along with specific laws associated with treatment and use. Other emergency situations including bleeding, fractures, and shock will be looked at as well as blood borne pathogens and OSHA standards and connected with appropriate treatment to maintain body homeostasis for survival. The students will also be educated on the current technology, purpose and proper fitting of protective gear and associated studies for the prevention of injury.

2. a. The student's knowledge of primary and secondary survey and treatment will be evaluated through American Heart Association CPR/AED and First-Aid certification. This includes carrying out a primary and secondary survey of a patient and actual performance of CPR and first-aid skills.

2. b. Students will be assessed on hands-on performance skills for taking blood pressure, pulse, respiration rate and temperature with documentation and comparison of normative values to causes of abnormal values.

Unit 3: Tissue Response to Injury, Healing & Regeneration (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 10.1, 10.2, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

1. Students will review normal tissue structure and function and learn the response of that tissue to physical injury. Soft tissue trauma, bony trauma and nerve trauma will be compared with healing and regeneration times and various classifications of injury. A connection will be made between biomechanical forces and the different injuries caused. The physiology of the inflammatory response and pain-spasm-pain cycle will be connected to the GATE control theory and therapeutic modality and pharmacology treatment options including cryotherapy, thermotherapy, electrical stimulation, NSAIDs, and others.

2. a. Students will need to identify and classify the different types of trauma including soft tissue with degrees of trauma and bony trauma with types of fractures. Students will need to maintain proper medical terminology as learned previously in their identification.

2. b. Students will map out or chart the physiological response to injury with the inflammatory process and possible effects of various therapeutic modalities.

Unit 4: Lower Extremity (6 weeks)

Standards

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. Education associated with content specifically regarding the foot, ankle, and lower leg; knee and thigh; and hip will be learned building upon knowledge previously learned with the injury healing process and continually maintaining proper medical terminology. The anatomy and physiology of the bones, muscles, tendons, and ligaments will be instructed including topography, origins and insertions. This information will be connected with the kinesiology of body movement progressing to injuries and mechanisms and further connecting this to treatment techniques as learned in previous units, tissue reeducation and rehabilitation.

2. a. Students will be measured through hands-on palpation of detailed anatomical structures and evaluation including orthopedic special tests. They will combine the information gained with the signs and symptoms presented and their knowledge of specific injuries to conclude with identification of injury prognosis. This will be documented with a full analysis report

including subjective, objective, and special test findings concluding with an assessment and plan for treatment.

2. b. Competency of treatment will be examined through treatment and rehabilitation techniques including taping and therapeutic exercise skills associated with specific lower extremity injuries. This will be tested through hands-on laboratory skill evaluation as well as written rehabilitation plan progression with emphasis on specific correlation of treatment to expected outcome.

Unit 7: Head and Face (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. Information associated with content regarding the head, face and brain will be learned. The anatomy and physiology of the bones and muscles will be taught including topography, origins and insertions. This information will be connected with injuries and mechanisms with further connection to treatment techniques. The brain topography and functions as well as cranial nerves will be reviewed. In addition, the biomechanics of head injury and concussion will be examined including the neurometabolic cascade of concussion in connection to long term effects and appropriate treatment.

2. Key Assignments

Students will physically perform concussion clinical/laboratory baseline assessments using IMPACT, BESS, SAC, and SCAT3 evaluations. They will be evaluated on their knowledge of head injuries with the documentation of a head injury report with a treatment plan designed to include return to learn and return to play protocols with emphasis following CA State Laws, Ed Code and CIF, NCAA, or NFL guidelines.

Unit 8: Environmental Considerations (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 10.1, 10.2, 10.3

Patient Care Pathway

Standard B1.1, B1.2, B1.4, B1.5

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. The various effects of the environment and their relationship to performance and possible injuries or conditions will be studied. Hyperthermia and hypothermia issues as they relate to metabolic production, conductive, convective and radiant exchange and evaporation will be examined. This information will be combined with the heat index and the signs and symptoms of both cold and heat illness conditions as well as prevention and treatment. The physiological effects and adaptation to altitude and its connection to training and performance will be

considered in relation to current methods and evidence based studies. Other areas will also be discussed including circadian dysrhythmia, air pollution levels, and lightning safety.

2. Key Assignments

Students will be evaluated on their knowledge of relative humidity with laboratory measurements using a wet-bulb-globe temperature gauge and charting this information with the heat index levels and appropriate training levels.

Optional: The students will have the opportunity to assess their own physiological effects of altitude with use of an altitude training tent. The findings would be documented and charted with a final presentation to the class.

Semester 2

Unit 5: Trunk and Spine (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. Education associated with content specifically regarding the trunk and spine will be learned building upon knowledge previously learned with the injury healing process and continually maintaining proper medical terminology. The anatomy and physiology of the bones, muscles, tendons, and ligaments will be instructed including topography, origins and insertions. This information will be connected with the kinesiology of body movement progressing to injuries and mechanisms and further connecting this to treatment techniques as learned in previous units, tissue reeducation and rehabilitation. Focus will include the organs and their functions and injuries and diseases or conditions associated with them as well as the nerve function, healing and current studies, experimentation, and advancements with spinal cord injury.

2. a. Proper identification and hands-on palpation of the abdominal quadrants and the organs associated with their locations in a clinical/laboratory setting will be assessed as well as proper nerve function through reflex testing. The findings will be combined with the student's knowledge of anatomy and signs and symptoms associated with specific injuries and concluded with possible diagnosis. The students will document their findings with subjective and objective information and project a conclusion and necessary treatment plan.

Unit 6: Upper Extremity (6 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. Education associated with content specifically regarding the shoulder; upper arm, forearm, and elbow; and wrist and hand will be learned building upon knowledge previously learned with the injury healing process and continually maintaining proper medical terminology. The anatomy and physiology of the bones, muscles, tendons, and ligaments will be instructed including topography, origins and insertions. This information will be connected with the kinesiology of body movement progressing to injuries and mechanisms and further connecting this to treatment techniques as learned in previous units, tissue reeducation and rehabilitation.
2. a. Students will be measured through hands-on palpation of detailed anatomical structures and clinical evaluation including orthopedic special tests. They will combine the information gained with the signs and symptoms presented and their knowledge of specific injuries to conclude with identification of injury prognosis. This will be documented with a full analysis report including subjective, objective, and special test findings concluding with an assessment and plan for treatment.
2. b. Competency of treatment will be examined through treatment and rehabilitation techniques including taping and therapeutic exercise skills associated with specific upper extremity injuries. This will be tested through hands-on competency skill evaluation as well as written rehabilitation plan progression with emphasis on specific correlation of treatment to expected outcome.

Unit 9: Performance Physiology (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

1. The physiology of the muscles and energy systems will be reviewed. This will include information on actin, myosin and the sliding filament theory and connected with muscle strain injury and preventative stretching treatment. The differences in fast-twitch versus slow-twitch muscle fiber will be evaluated in relation to sport demands. The anaerobic and aerobic-oxidative energy systems including the ATP-PC system, glycolytic system, cardiorespiratory system and the physiological effects of the heart and lungs will be examined as well as how they can be enhanced through sport science techniques and training.

2. a. The students will perform applied assessments of their own activity as it relates to their heart rate using a heart rate monitor. The information gathered will be recorded, charted, and evaluated by the students. Students will also observe an exercise physiologist performing maximum heart rate and lactate threshold testing, record findings, and review an analysis of the testing results.

Unit 10: Biomechanics (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1 10.1, 10.3

Patient Care Pathway

Standard B9.1, B9.3, B9.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. The laws of mechanics and physics as it relates to sport and performance and the cause-effect relationship will be examined using principles such as motion, resistance, momentum and friction. Students will apply this information to the assessment of flexibility as it pertains to range of motion and stretching techniques for enhancement including static, ballistic, and proprioceptive neuromuscular facilitation. Resistance training and methodology for power, speed and endurance training with periodization and proper biomechanical lifting techniques will be taught including differences in isometric, isotonic and isokinetic exercises and open versus closed-chain. The principles of SAID, Overload and specificity will be learned in connection with the above physiological and biomechanical factors. Students will learn to assess normal biomechanical movement as well as biomechanical needs for various sport activity and skills with the use of observation and technology.

2. a. Laboratory assessment of joint range of motion will be learned and evaluated using a goniometer with proper alignment, technique and measurement accuracy. Students will be examined on the application and instruction of proper stretching techniques for prevention of injury with appropriate muscle identification, positioning and methodology.

2. b. Students will learn and perform proper biomechanical techniques for strength training in context to load and power. They will design an annual performance program using the principles learned in relation to their assessment of the biomechanical needs of specific movements for sport skills as well as the connection to the physiological needs associated with the sport.

Unit 11: Nutritional Components (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1 10.1, 10.3

Patient Care Pathway

Standard B9.1, B9.2, B9.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

1. The physiological effects of nutrition and the production of energy as it relates to various food and supplement sources will be learned. This information will be compared with the energy output of activity and connected to current food labels, pre and post-game meal needs and hydration. Current information and analysis of varying body composition methods and their accuracy will be evaluated. Information regarding eating disorders will be presented along with the efficacy and research related to current fad diets and supplementation. Lastly, ergogenic aids and performance enhancing substances will be looked at in relation to their physiological effects, health effects; high school, NCAA, USADA, and WADA regulations, and current studies.

2. a. Students will record and assess their own personal diet with a 3-day diet analysis and make correlations to intake, needs, deficiencies, and activity level.

2. b. Students will perform research on a variety of medications and performance enhancing substances on usada.org. They will apply this knowledge with the physiological effects of the medications and substances and make a presentation to the class on their findings.

Unit 12: Psychological Factors (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1 5.4, 5.6

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B

1. The psychological responses to injury and the healing process will be studied and associated as it pertains to the cycle of loss. Other topics such as overtraining, staleness and burnout will be considered in connection with performance. Psychological management techniques such as imagery, positive/negative thinking, and goal setting will be examined as well as the influences of coaches and parents, and the effects of stress and anxiety. These are components that can be related to performance as well as daily life for students.
2. a. Students will experience and perform the goal setting process of evaluation of goals and setting of short-term and long-term goals. This process will be clearly presented including objective measures to achieving the goals set.

Additional Recommended Materials:

Sports Medicine Essentials workbook / Jim Clover (2007)

Glendale Unified School District

High School

(Meeting date will be typed in after Board approval)

Department: CTE

Course Title: Advanced Sports Medicine (Previously Sports Therapy)
Title change/revision of course content

Course Code: 5164V/5165V CBED code 4260, CDE Course # 3686

Grade Level(s): 11, 12

Course Credits: 10

Length of Course: Full Year

Recommended Prerequisite: Completion of Sports Medicine

Recommended Textbook: Foundations of Athletic Training - Prevention, Assessment, and Management / Marcia K, Anderson

Course Overview: Advance Sports Medicine is the capstone course for the Health Science and Medical Technology industry sector, patient care pathway. This advanced course is a one-year, lecture-laboratory science elective designed to provide a challenging academic experience and hands-on field experience involved with the rapidly growing field of Sports Medicine. Sports Medicine is a multidisciplinary approach for those involved in sports, involving a variety of professionals, such as physicians, physical therapist, certified athletic trainers, strength and conditioning specialist, and nutritionists.

Technical instruction includes orientation, safety and infection control, communication and interpersonal skills, academic proficiency, and employability skills. Emphasis is placed on: ethical and legal considerations, pharmacology, sports and therapeutic equipment, nutrition and weight management, infection control, assessment of vital signs, basic life support (including AED and CPR), soft tissue injuries, injuries to the lower and upper extremities, injuries to the head and spine, injuries to the chest and abdomen, environmental conditions, medical conditions, taping and bracing, therapeutic modalities, and physical rehabilitation.

All components consist of classroom instruction and on-the-job training hours. The competencies in this course are aligned with the California Common Core State Standards and the California Career Technical Education Model Curriculum Standards.

Course Content:

Semester 1

Unit 1: ADVANCED MEDICAL TERMINOLOGY (2 Weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 2.7, 2.8, 5.1 10.1, 10.3

Patient Care Pathway

Standard B4.1, B4.3, B5.1, B5.2

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. Throughout the course, students will take basic medical terminology they have learned in Biology, Physiology, Sports Medicine and begin applying the concepts with an increased knowledge as well as start introducing higher medical terminology. Students will demonstrate knowledge of medical terminology pertaining to Athletic Training and Sports Medicine; Advanced anatomy and physiology; Injury terminology and descriptions
- B. Key Assignment: Injury write up.
Students will be required to write 4 in-depth injury reports that relate to their internship/observation experience. They will choose an injury which occurred and do a complete 1-3 page write up. They will use the two main texts as well as find 1-2 scientific/medical journals to expand upon their knowledge of the injury and include common mechanisms of injury, initial treatment, full treatment to return to play, and long term implications. This writing assignment will allow the students to analyze the injury and treatment provided and then reflect on how they feel this aligns with the methods and information they found within the journals and text about the most appropriate treatment.
Objectives: Students will create injury write ups using proper medical terminology based off real life experience seen within their internship and learn more from scientific journals.

Unit 2: SPORT COVERAGE (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 9.3, 9.4, 11.1

Patient Care Pathway

Standard B7.1, B7.2, B7.3, B12.1, B12.2, B12.3, B12.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, LS1.B, PS1.A, PS1.B

- A. In previous courses, students have been taught about common administrative practices, ethical decision making, and game coverage. In this unit, we will expand upon this

information and students will create their own rules and regulations for a sports medicine facility.

1. Documentation Procedure

1. Injury Reports
2. Insurance Forms
3. Inventory
4. Medical Kit Distribution
5. Budget and ordering

2. Professionalism

1. Proper Attire
2. Responsibility
3. Duties
4. Requirements/Time Commitment
5. Liability

B. Key Assignments/Labs

- Lab 1 Budgeting, Inventory, and Ordering
Objective: Students will be able to create a list of necessary supplies and quantity orders based off a set patient need and budget
- Lab 2 Creating a medical facility
Objectives: Students will be able to create a medical facility based off current laws and regulations. Students will provide justification and develop a cost analysis and upkeep quote
- Key Assignment 1 resume and cover letter
Objectives: Students will modify their resume created in sports medicine 2 and a cover letter for either a medical job or program application
- Key Assignment 2 College Research
Objectives: Students will understand what college, courses, and requirements to attain their desired medical degree or certification

Unit 3: EMERGENCY PROCEDURES- RECERTIFICATION (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1 6.2, 6.8

Patient Care Pathway

Standard B10.2, B10.3, B10.4, B10.5, B11.2, B11.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, LS1.B, PS1.A, PS1.B

A. In Sports Medicine, students are certified in First Aid, CPR, and AED use. These certifications expire every 2 years. In this course, students will learn about;

1. Vital Signs

- Monitor vital signs
- Demonstrate proper technique for taking vital signs

2. Adult, Child and Infant CPR with AED

- Employ basic life-saving techniques
- Activate E.M.S.

3. First Aid

- Demonstrate proper injury care
- Recall life threatening emergencies
- Apply proper splinting procedures
- Understand protocols for blood-borne pathogens

B. Key Assignments/Labs

- Lab 1 Homeostatic Mechanisms / body temperature regulation
Objectives: Students will be able to
 - 1) determine what variables affect blood pressure and pulse rate.
 - 2) how substance abuse affects blood pressure and pulse rates.
 - 3) what nutritional considerations affect blood pressure and pulse rates.
 - 4) specific selected medical conditions in Sport.
 - 5) Blood-borne and airborne pathogens
- Lab 2 CPR, First aid, and AED Lab and Practicums
Objectives: Students will be able to
 - 1) Perform primary and secondary evaluations
 - 2) Determine what treatment is needed
 - 3) Perform CPR using BLS standards
 - 4) Demonstrate knowledge and apply the following: Epi Pen, Splinting, Blood control, Glove removal, and blood borne pathogen techniques
- Key Assignment: Student in this unit will complete a 1-2 page descriptive piece on an emergency management/scenario and using the text identify proper treatment and create a step by step protocol for this injury which can be placed in an emergency action plan. This assignment will relate to the class and unit as it is allowing them to fully describe the scenario, who it would happen to, and how they themselves can prevent the person from further injury and potentially save their life.

Unit 4: REVIEW and Expand: FOOT, ANKLE AND LOWER LEG (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

- Anatomical structures- Palpate ligaments, bones, tendons, muscles
- Differentiate the mechanism of injury
 1. Sprains/strains
 2. Tendonitis
 3. Fractures
 4. Compartment syndrome

- Employ proper techniques of immediate injury care
- Understand proper injury prevention techniques
- Demonstrate functional methods for preventive taping and wrapping
- Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment
- Key Assignment: Students will choose a special test that applies to this unit and complete a 1-3 page write up on the special test. The students will fully describe the patient position, clinician position, evaluation procedure, positive signs, implications, modifications, and special considerations. After describing the test, the student will then find 1-2 scientific journals or articles describing the test's specificity, sensitivity, and inter-tester reliability. The students will then provide a paragraph analyzing whether they believe the test should be implemented in their sideline injury assessment/ doctors office and fully explain their reasoning. The students will be using mathematical CCSS standards when they look at the articles and review the statistics about their special tests. The students will need to construct viable arguments for the recommendation of use or not use for their special test based on their critique of the articles and information. Some special tests also integrate the use of a goniometer for measuring the angles of the joint.

Unit 5: REVIEW and Expand: KNEE, THIGH, AND HIP (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

1. Anatomical Structure - Palpate ligaments, bones, muscles, tendons and meniscus
2. Differentiate the mechanism of injury

Sprains/strains
Tendonitis
Chondromalacia
Fractures/ dislocations
Osgood Schlatter disease
Patella Femoral syndrome
Quad contusion
Hip pointer
Groin strains

3. Employ proper techniques of immediate injury care
4. Understand proper injury prevention techniques
5. Demonstrate functional methods of preventive taping and wrapping
6. Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment
- Key Assignment: Students will choose an injury and create an thorough 1-3 page SOAP note. They will need to include all the subjective findings, Objective findings, Assessment techniques, and Plan of treatment. The students will need to use a variety of resources from the two primary textbooks, Internet research, scientific/medical journals, etc. This will be a summative writing response in which they will need to incorporate everything we have learned from anatomy, mechanism of injuries, rehabilitation, special tests, etc.

Unit 9: REVIEW and EXPAND: HEAD, NECK, AND INTERNAL INJURIES (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will

expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

1. Anatomical structures 1. Palpate ligaments, bones, tendons, muscles
2. Differentiate the mechanism of injury
 1. Concussion
 2. Fractures
 3. Stinger/burner
 4. Strains
 5. Ruptures, lacerations, punctures
3. Employ proper techniques of immediate injury care
4. Understand proper injury prevention techniques
5. Demonstrate functional methods for preventive taping and wrapping
6. Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment
- Key Assignment: Students will create a 1-2 page informative piece on a head, neck, or internal injury. Students will use scientific/medical journals and research to fully describe the injury, treatment, population base, and long term effects. This assignment is particularly relevant as students are subjected to so much new research about concussions and chronic traumatic encephalopathy.

Semester 2

Unit 6: REVIEW and EXPAND: SHOULDER (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will

expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

1. Anatomical structures - Palpate ligaments, bones, tendons, muscles
2. Differentiate the mechanism of injury
 - Sprains/strains
 - Tendonitis
 - Fractures/dislocations/separations
3. Employ proper techniques of immediate injury care
4. Understand proper injury prevention techniques
5. Demonstrate functional methods for preventive taping and wrapping
6. Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment
- Key Assignment 1: Surgical Write Up
Students will complete an informative piece on a shoulder surgery. Students will pick one injury that requires surgical intervention and do a 1-4 page research paper using scientific journals and medical research. Students will have to find up to date articles that relate to their topic and come to a conclusion of which surgical intervention was the most appropriate for the injury.
Objective: Students will understand the connection between common surgical interventions and injuries they see on a regular basis in their internship rotations.
- Key assessment 2: Pitching analysis
Students will write up pitching analysis of 5 pitchers utilizing ubersense application.
Students will have to find up to date articles that relate to pitching techniques and common injuries result from the improper pitching techniques.

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

1. Anatomical structures - Palpate ligaments, bones, tendons, muscles
2. Differentiate the mechanism of injury
 1. Sprains/strains
 2. Tendonitis
 3. Fractures/dislocations
 4. Tennis elbow, little league elbow
3. Employ proper techniques of immediate injury care
4. Understand proper injury prevention techniques
5. Demonstrate functional methods for preventive taping and wrapping
6. Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment
- Key Assignment: Rehabilitation Protocol
The students will create a descriptive writing piece on the elbow/forearm. The students will create a brochure on an injury of the elbow/forearm and create a rehabilitation program. The students will use the text "Principles of Athletic Training" as well as scientific/medical journals and articles to get the most up to date rehabilitation technique for their injuries.

Unit 8: REVIEW and EXPAND: WRIST, HAND, AND FINGERS (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.

1. Anatomical structures - Palpate ligaments, bones, tendons, muscles
2. Differentiate the mechanism of injury
 1. Sprains/strains
 2. Fractures/dislocations
 3. Carpal tunnel syndrome
 4. De Quervain's
 5. Boutonniere deformity
 6. Baseball finger
 7. Gamekeeper thumb
3. Employ proper techniques of immediate injury care
4. Understand proper injury prevention techniques
5. Demonstrate functional methods for preventive taping and wrapping
6. Design and monitor rehabilitation programs

B. Key Assignments/Labs

- Anatomical structures:
 1. Palpate ligaments, bones, tendons, muscles
 2. Differentiate the mechanism of injury
 - Sprains/strains
 - Tendonitis
 - Fractures
 3. Employ proper techniques of immediate injury care
 4. Understand proper injury prevention techniques
 5. Demonstrate functional methods for preventive taping and wrapping
 6. Design and monitor rehabilitation programs
- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
- Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment

- Key Assignment: Students will choose an injury and create an thorough 1-3 page SOAP note. They will need to include all the subjective findings, Objective findings, Assessment techniques, and Plan of treatment. The students will need to use a variety of resources from the two primary textbooks, Internet research, scientific/medical journals, etc. This will be a summative writing response in which they will need to incorporate everything we have learned from anatomy, mechanism of injuries, rehabilitation, special tests, etc.

Unit 10: REVIEW and EXPAND: SPINAL INJURIES (3 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. In previous sports medicine courses, the students learned the basic anatomy, injuries and their assessment, treatment, and background. In this course, the students will expand upon that knowledge and apply it to real world scenarios, injury workups, and discussions.
1. Anatomical structures - Palpate ligaments, bones, tendons, muscles
 2. Differentiate the mechanism of injury
 - Sprains/strains
 - Spinal stenosis
 - Sciatica
 - Conditions of the cervical/lumbar disk
 - Fractures/dislocation
 3. Employ proper techniques of immediate injury care
 4. Understand proper injury prevention techniques
 5. Demonstrate functional methods for preventive taping and wrapping
 6. Design and monitor rehabilitation programs
- B. Key Assignments/Labs
- Lab 1 ROM and Functional Assessment; Students will be able to identify, locate and test
 1. bony anatomy
 2. muscular anatomy
 3. ligamentous anatomy
 4. range of motion normal versus abnormal
 - Lab 2 Special Test and SOAP Assessment; Students will be able to perform
 1. Special tests
 2. Finding pertinent medical history
 3. Finding pertinent signs/Symptoms
 4. Develop a differential diagnosis and provide reasoning
 5. Create a plan based off the assessment

- Key Assignment: Students will create a 1-2 page informative piece on a head, neck, or internal injury. Students will use scientific/medical journals and research to fully describe the injury, treatment, population base, and long term effects. This assignment is particularly relevant as students are subjected to so much new research about concussions and chronic traumatic encephalopathy.

Unit 11: MODALITIES (2 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3, 11.1

Patient Care Pathway

Standard B12.1, B12.2, B12.3, B12.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

- A. In previous courses students have learned about modalities, basic application, and reasoning for their use. Throughout the course, students will utilize this information to create proper rehabilitation protocols and decision making with the following therapeutic tools.
1. Cryotherapy: Ice Packs, Ice Cups, Contrast Baths
 2. Heat Therapy: Hydrocollator Packs, Contrast Baths
 3. Light Therapy
 4. Ultrasound 1. Phonophoresis
 5. Electrical Stimulation: IFC, Premod, High Volt, Russian, COMBO
 6. Iontophoresis
- B. Key Assignments/Labs
- LAB 1 Cold therapies versus Heat therapies; Students will be able to describe the differences in
 - 1) Tissue responses to cold versus heat therapies.
 - 2) Neurologic responses to cold and heat therapies.
 - Key Assignment: Modality Brochure
Students will use the texts and create an informative brochure on a modality. The students will have to research the best uses for the modalities and the medical research behind that modality. The students will have to discuss the advancements and misconceptions related to their modality.
Objective: This assignment's objective is to ensure students can connect the skills they will be using in their internship with the research and reasoning for their use.

Unit 12: ADVANCED TAPING AND WRAPPING (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3, 11.1

Patient Care Pathway

Standard B12.1, B12.2, B12.3, B12.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, LS1.B, PS1.A, PS1.B

A. Students have learned basic taping and wrapping skills in previous courses. In this course, they will master these skills, define the anatomical landmarks and methods of the tape jobs, as well as the reasoning and expected outcome behind each tape job.

1. Various taping, wrapping, and stretching techniques.

- Ankle Taping
- Simple wrist, Res. Hyperextension
- Thumb spica, complex thumb
- Shoulder spica
- shin splint taping
- Achilles
- MCL knee tape
- LCL knee tape
- McConnell taping
- Finger LCL/MCL tape, Buddy tape
- Arch taping
- AC joint taping

B. Key Assignments/Labs

- Lab 1 Taping and Wrapping; Students will be able to evaluate for necessity and apply various wrapping techniques. Students will be able to identify landmarks for application and reasoning for each tape job.
- Key assignment: Taping write ups
Students will need to use their texts to identify the structures and background related to each tape job. They will need to list the injuries related to all tape jobs and what the tape jobs purpose is. The students will then reflect on if their background and experience with the tape jobs correlate with the research and information they acquired.
Objective: The students will understand not only the clinical application and skills related to taping but can provide evidence and reasoning for their use.

Unit 13: REHABILITATION TECHNIQUES (4 weeks)

Standards:

Health Science and Medical Technology

Anchor Standard 2.5, 5.1, 10.1, 10.3, 11.1

Patient Care Pathway

Standard B2.1, B2.2, B2.3, B2.4

CCSS LS 11-12.1, 11-12.4, 11-12.6, WHSST 11-12.2, 11-12.4, RRLST 11-12.1, LS1.B, PS1.A, PS1.B

A. Students have learned basic rehabilitation skills in previous sports medicine courses. In this course, students will expand on this knowledge and create rehabilitation plans specific to different injuries, healing phases, and attain data based on their implementation of the rehabilitation protocols.

1. Stretching Techniques

- Calf stretching
- Hamstring stretching

- Hip stretching
 - Quadriceps stretching
 - Back stretching
2. Modality Use
 3. Exercises

B. Key Assignments/Labs

- Lab1 Closed Kinetic Chain versus Open Kinetic Chain exercises
Objective : Student will be able to describe and define the differences in
 - 1) open kinetic chain versus closed kinetic chain exercises
 - 2) passive versus active exercises.
 - 3) assistive or resistive exercises.
- Lab 2 Range of Motion (ROM) Assessment via Goniometry; Students will be able to
 - 1) demonstrate the proper usage of a goniometer.
 - 2) Compare normal to abnormal range of motion
- Lab 3 flexibility, agility and proprioception; Students will be able to measure
 - 1) Flexibility using the sit and reach measuring device
 - 2) Agility using the 20 yard agility course
 - 3) Proprioception using various techniques
- Lab 4 Strength, Power Endurance; Students will be able to measure
 - 1) Strength using two(2) repetition maximum with specific free weight exercises
 - 2) Power using ten (10) repetition maximum with specific free weight exercises
 - 3) Endurance using fifteen(15) repetition maximum with specific free weight exercises
- Key Assignment: Rehabilitation Protocol
The students will create a descriptive writing piece on an injury. The students will create a brochure on the injury and create a rehabilitation program. The students will use the text "Principles of Athletic Training" as well as scientific/medical journals and articles to get the most up to date rehabilitation technique for their injuries.

GLENDALE UNIFIED SCHOOL DISTRICT

November 20, 2017

INFORMATION REPORT NO. 12

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Gioconda Padilla, Director, Procurement & Contract Services
Kent Smith, Director, Facility & Support Operations

SUBJECT: **Agreement for Professional Services and Lease with Enterprise Fleet Management**

This report provides the Board of Education with information regarding a professional services agreement and 60-month lease with Enterprise Fleet Management Inc. that includes a replacement and maintenance program of the District's Facility vehicles in the amount of \$578,829.60.

On November 7, 2017, a vehicle fleet sustainability plan was presented to the Board of Education to replace the District's 68 light duty vehicles. A professional services agreement and a lease will allow the District to significantly reduce maintenance costs by supplementing to local tax base at a fixed rate of \$26.95 per vehicle/month versus the current rate of \$186 per vehicle/month. This program represents a annual savings of \$130,432 once the maintenance program is fully implemented. In addition to these savings, it is estimated to reduce fuel costs by 30% or \$36,570 per year.

The open-ended lease will allow the District to maximize cash flow and alleviate capital outlay of paying cash for vehicles. The lease does not have mileage restrictions and provides the District with all rights of ownership, generating equity for the District when the vehicles are sold at the end of the term. Just as important, the fleet management program represents increasing employee safety.

The vehicles will be factory ordered from the manufacturers and delivered to local dealerships, keeping the business in Glendale, as well as all maintenance to be performed at local shops. This means the local dealership will receive the sales credit for the vehicles. Additionally, Enterprise is a local business, operating three rental locations.

Staff is recommending the use of a lease agreement with Enterprise Fleet Management that was competitively bid through E&I Cooperative Services of which the District is a member.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 1

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Steve Dickinson, Chief Business and Financial Officer
PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities
SUBJECT: **Proposition 39 Amendments – California Energy Commission (CEC)
15% deviation amendment requirements between allocated funding,
quantities and completion values**

The Superintendent recommends that the Board of Education approve the amendments of multiple completed projects from the combined Year 2 & 3 and Year 4 Proposition 39 Energy Expenditure Plan for an adjustment totaling \$371,793.05.

On September 15, 2015 and January 17, 2017, the Board approved the District's Proposition 39 Energy Expenditure Plan for the combined fiscal years of 14/15, 15/16, and 16/17 respectively. The estimates for these projects was determined beforehand to get approval from the CEC and then followed up by the District's bidding process upon granting of the funds. The CEC requires the district to file an amendment for any completed projects that have costs or quantities that are more than or less than 15% of the original estimated values.

At this time, Staff recommends amending the Proposition 39 Energy Expenditure Plans for each of the sites listed in the table below as required by the California Energy Commission due to the final costs or quantities of each of these projects are 15% lower or above the original estimate.

In addition, staff would also like to file an amendment to increase the amount of exterior fixtures at GHS that need retrofitting. This will add an additional 250 fixtures to be retrofitted for the walkways. Staff will continue to provide any new plans for approval prior to the District submitting an Energy Expenditure Plan to the California Energy Commission.

After filing the amendments for the difference in cost of \$371,793.05, this amount will reallocate to GUSD's fifth year plan for future energy projects. Staff will continue to provide new plans for approval prior to the District submitting an Energy Expenditure Plan to the California Energy Commission.

This Project is funded by Proposition 39 funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 1

Page 2

Site	Description - 15% Quantity Variance	Estimated Quantity	Actual Quantity	Variance
Toll M.S.	Interior Tubes	2,976	3,979	(1,003.00)
Daily H.S.	Exterior Fixtures	21	34	(13.00)
Clark H.S.	Interior Fixtures	1,401	1,144	257.00
Glendale H.S.	Interior Tubes	8,096	9,829	(1,733.00)
Site	Description - 15% Cost Variance	Allocated Cost	Actual Cost	Variance
Daily H.S.	Exterior Lighting	\$9,561.55	\$11,468.10	(\$1,906.55)
Site	Description - 15% Lower Cost	Allocated Cost	Actual Cost	Variance
Cerritos E.S.	Exterior Lighting	\$22,834.26	\$14,919.36	\$7,914.90
Daily H.S.	Interior Lighting	\$28,080.24	\$20,188.33	\$7,891.91
Mann E.S.	Exterior Lighting	\$19,870.34	\$11,487.26	\$8,383.08
Marshall E.S.	HVAC Replacement	\$416,714.13	\$353,718.00	\$62,996.13
Marshall E.S.	Interior Lighting	\$127,629.00	\$78,334.30	\$49,294.70
Wilson M.S.	Interior Lighting	\$101,752.00	\$80,983.13	\$20,768.87
Toll M.S.	Interior Lighting	\$106,564.00	\$81,833.21	\$24,730.79
Roosevelt M.S.	Interior Lighting	\$100,340.00	\$68,502.73	\$31,837.27
Glendale H.S.	HVAC Replacement	\$350,000.00	\$278,000.00	\$72,000.00
Glendale H.S.	Interior Lighting	\$250,000.00	\$162,118.05	\$87,881.95
	Project Totals:	\$1,523,783.97	\$1,150,084.37	\$373,699.60
	Cost Difference:			\$371,793.05

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 2

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities
SUBJECT: **Approval of New Budget Allocation for Two (2) Additional Portables at Balboa Elementary School**

The Superintendent recommends that the Board of Education approve a new budget allocation for Two (2) additional portables at Balboa Elementary School in the amount of \$500,000.

Balboa Elementary School has experienced a growth in enrollment over the past couple of years. Staff has worked with the Principal and Educational Services to identify the need for additional classroom space beyond the current capacity of the existing campus. School site administrators anticipate this increase in enrollment to continue and necessitate the addition of classrooms.

Planning and Development staff has worked with the principal to identify the quantity of classrooms needed. Staff anticipates that two (2) additional portables will be needed for the beginning of the 2018/2019 School year. A preliminary budget of \$500,000.00 will allow the school to receive two (2) 24ft x 60ft portables that will provide Four (4) 720 sq. ft. classrooms.

Staff is recommending the approval of \$500,000.00. This project is funded by Measure S – Developer Fees. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 3

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Independent Consultant Agreement (ICA) No. 438 with NAC Architecture to Design Two (2) Permanent Relocatable Classrooms at Balboa Elementary School**

The Superintendent recommends that the Board of Education approve Independent Consultant Agreement (ICA) No. 438 with NAC Architecture to Design two (2) Permanent Relocatable Classrooms at Balboa Elementary School in the amount of \$49,470.

To meet the deadline of providing Four (4) additional classrooms for the start of the new school year in 2018 at Balboa Elementary, staff has started preliminary discussions with NAC Architecture. NAC Architecture provided the original design services for the New ORG building and is familiar with the school and needs of the school.

Staff is recommending that the Board approve Independent Consultant Agreement No. 438, with NAC Architecture for the design of two (2) permanent 24ft x 60ft relocatable classrooms at Balboa Elementary School in the amount of \$49,470.00.

This project is funded by Developer Fees. The Superintendent's Facility Advisory Committee voted to support this recommendation.

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Architectural Design Services

Professional Service Number: 438

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **29th** day of **November, 2017** by and between the Glendale Unified School District, ("District") and NAC Architecture ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Architectural Design Services and DSA Approval as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on November 29, 2017 and will diligently perform as required and complete performance by September 30, 2018.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Designation of Subcontractors List
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background/Tuberculosis Clearance Certifications
<u> X </u>	Insurance Certificates and Endorsements
_____	W-9 Form
_____	_____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Thirty-Seven Thousand, Five Hundred Twenty-Four Dollars (\$37,524.00) which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

5.1. Not Applicable

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

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

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

- 7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

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

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of

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

12. Termination.

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

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

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

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or

equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

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

14.1.1. Commercial General Liability and Automobile Liability Insurance.

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

14.1.2. Workers' Compensation and Employers' Liability Insurance.

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

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession.

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

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

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

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

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

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

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

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

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

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Glendale Unified School District
349 West Magnolia Avenue
Glendale, California 91204
[FAX] (818) 507-4911
ATTN: Tony Barrios

Consultant:

NAC Architecture
Address: _____
[FAX] _____
ATTN: _____

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

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

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

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

30. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

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

32. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

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

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

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

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

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

NAC Architure

By: _____

By: _____

Print Name: Stephen Dickinson

Print Name: _____

Print Title: Chief Business and Financial Officer

Print Title: _____

Information regarding Consultant:

License No.: _____

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

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

Employer Identification and/or
Social Security Number

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

DESIGNATED SUBCONSULTANT LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor's employees and of all of its subcontractor' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

Consultant may provide the following general Services:

Balboa Elementary School

Provide design for Two (2) permanent relocatable classrooms, includes the placement of one (1) 24 x 60. Relocatable in the main play yard with below grade foundations and one (1) 24 x 60 relocatable east of the Admin/Classroom Building with below grade foundations. The portables shall be relocated from Franklin Elementary; portable R6 shall be located in the play yard and portable R15 shall be located east of Building 1000. The Project will be submitted for review and approval by DSA. Due to the proximity of Portable R15 to Building 1000 it is understanding that the east wall of Building 1000 will need to be justified as 1 hour rated which will require enclosing a percentage of the window openings.

The Scope includes:

1. Locate portable R6 and R15 in the overall campus plan.
2. Re-design of the playground layout in order to incorporate portable R6.
3. Coe analysis to justify the location of portable R15.
4. Demo plans for the existing portable to be replaced by portable R15.
5. Grading, drainage and utility plans.'
6. Fire alarm and low voltage plans for typing the new portables into the existing campus system.
7. Design and support services through DSA Approval, Construction Administration and Closeout.

Assumptions:

1. GUSD will provide a recent site survey for the project areas.
2. Justification of the placement of portable R15 will not require an entire building analysis for existing Building 1000.
3. GUSD will provide modular drawings for the portables that have been closed with certification with DSA.
4. A DSA-1L will not be required for this project due to the scope area. If DSA requires a DSA-1L this will be additional services for an irrigation designer.
5. No HVAC scope is required for the portables.
6. Fire sprinkler design is not included. If DSA requires fire sprinkler this will be an additional service for the fire projection engineer.

As a part of the campus plan fencing shall be added to the student drop of lane. NAC will provide drawings for review/approval by the Glendale Fire Department. This scope will not go to DSA for review as the fencing is below 8' in height. The fixed fee for this service is \$1,500.

Total Not-To-Exceed Cost

\$49,470.00

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 4

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Steve Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Amendment No. 4 to Project Authorization No. 15 with Osborn/NAC Architects for Design of Overcrowding Relief Grant (ORG) 2-Story Building at Balboa Elementary School**

The Superintendent recommends that the Board of Education approve Amendment No. 4 to Project Authorization No. 15 with Osborn/NAC Architects for the Design of Overcrowding Relief Grant (ORG) 2-Story Building at Balboa Elementary School.

On November 1, 2011, the Board authorized Project Authorization No. 15 for Osborn Architects to design the Overcrowding Relief Grant (ORG) 2-story building at Balboa Elementary School.

On June 12, 2012, the Board approved Amendment No. 1, which adjusted the estimated construction cost for the project and included an interim housing design.

On August 12, 2014, the Board approved Amendment No. 2, which accounted for additional Architectural fees required for adjustments to the approved interim housing plans to reduce costs and better meet the needs of the school.

On April 21, 2015, the Board approved Amendment No. 3, which revised the costs reflected in the actual contract award to Lundgren Builders.

Amendment No. 4, to Project Authorization No. 15 with Osborn/NAC Architects – Balboa Overcrowding Relief Grant ORG 2-Story Building, in the amount of \$19,945.00. This accounts for additional site visits to coordinate with Lundgren and their subs regarding potential fixes to non-conforming work and providing solutions to construction issues.

In accordance with the terms of the approved master agreement with Osborn/NAC Architect, the revised Architect fees will be \$608,046.12. These costs are included in the approved ORG project budget. This project is funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

PROJECT AUTHORIZATION (AMENDMENT #4)

Project Authorization Number: **Osborn/NAC - Balboa Overcrowding Relief Grant (ORG)-015**

Date: November 2, 2011

Amendment #1: June 13, 2012 (Approved by the Board on June 12, 2012)

Amendment #2: August 13, 2014 (Approved by the Board on August 12, 2014)

Amendment #3: April 21, 2015 (Approved by the Board on April 20, 2015)

Amendment #4: November 29, 2017 (Approved by the Board November 28, 2017)

This Project Authorization is issued pursuant to the Architectural Services Agreement dated April 18, 2011 by and between GLENDALE UNIFIED SCHOOL DISTRICT (DISTRICT) AND **OSBORN/NAC** (ARCHITECT) and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof.

The DISTRICT does hereby authorize the ARCHITECT to provide professional services on the following project:

1. PROJECT NAME AND LOCATION

Balboa Elementary School, 1844 Bel Aire Drive, Glendale, CA 91201

2. PROJECT DESCRIPTION/SCOPE

Balboa Elementary School ORG Project. Scope of Work as described below:

Design a new two-story classroom building, consisting of 12 classrooms and associated support facilities. The project will also include associated site development, relocation of utilities if required and the coordination of the placement of interim housing.

Re-Design Interim Housing Plan.

Assist in providing solutions to construction issues:

- 1. **Multiple site visits to observe the non-compliant conditions with various project team members.**
- 2. **Coordination with Lundgren and their subs regarding potential fixes to non-conforming work.**
- 3. **Coordination with DSA Field Engineer on requirements for approving work post installation and required remedial work.**
- 4. **Development of CCDs for approval by DSA.**
- 5. **Follow up with DSA Field Engineer to close out Field Trip Note items.**

3. ARCHITECT'S SERVICES

The ARCHITECT shall provide those services specified to be performed by the ARCHITECT. The following phases of services are authorized:

- Schematic Design
- Design Development
- Construction Documents
- Other (Specify Below) _____

- DSA & OPSC Approval _____
- Bidding Phase _____
- Construction Administration _____
- Close-out _____

4a. ARCHITECT'S COMPENSATION In conformance with the Master Agreement Attachment "A" - Basic Architect Fee Schedule (New Construction) approved under **Project Authorization Osborn/NAC – Balboa – 015**. Total compensation also includes additional services of **\$63,357** ~~\$43,412~~ for **Assist in providing solutions to construction issues**, Re-Design of Interim Housing Plans and a credit of (\$25,784).

5. PROJECT CONSTRUCTION BUDGET

~~\$8,049,552~~ ~~\$5,293,186~~ (includes site improvement cost of \$295,000)

6. PROJECT COMPLETION SCHEDULE

- A) Design Development to be completed and submitted for review and approval by the DISTRICT within twenty **(20)** work days upon execution of this Project Authorization.
- B) Construction Documents to be completed and submitted for review and approval by the DISTRICT within **thirty (30)** work days upon acceptance of Design Development.
- C) Agency approval to be obtained within **one hundred twenty (120)** work days after authorization by District to submit the Construction Documents into DSA.
- D) Bidding and Construction Administration shall be in coordination with the District's Bid and Construction schedule.
- E) Closeout and DSA Certification to be completed within ninety (90) days after filing of Notice of Completion, contingent upon timely review of documents by DSA staff.

7. OTHER PROVISIONS

Further to the completion schedules listed above, the due date of a DSA stamped set of approved plans shall be delivered to the DISTRICT no later than July 2, 2012.

8. The design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State ARCHITECT for review and approval on or before **See Project Completion Schedule**.

This Project Authorization No. **Osborn/NAC - Balboa Overcrowding Relief Grant (ORG)-015 Amendment #4** is hereby approved, the DISTRICT and the ARCHITECT having executed said Project Authorization on _____, 2017.

DISTRICT:

ARCHITECT:

Stephen Dickinson
Chief Business and Financial Officer
Glendale Unified School District

Name: _____
Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 5

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities
SUBJECT: **Approval of Independent Contractor Agreement Nos. 430 thru 435 with Convergent Technologies for the Installation of Security Surveillance Systems at Various Schools**

The Superintendent recommends that the Board of Education approve Independent Contractor Agreements (ICA's) No. 430 thru 435 with Convergent Technologies for the installation of Security Surveillance Systems at various schools for a cumulative cost of \$58,524.99.

On November 7, 2012, the Board approved an allocation of \$3,000,000 of Measure S funds for District-Wide safety and security enhancements. On August 18, 2015, the Board approved an additional allocation of \$1,000,000. On March 7, 2017, the Board approved an additional \$350,000. Total amount of the allocation is \$4,350,000.00.

On March 11, 2014, the Board approved Convergent Technologies as the preferred vendor for the installation of the GUSD security surveillance systems. Following established procedures, staff worked with site administrators to develop plans and obtain pricing for the installation of a surveillance system at the following sites:

ICA No.	Site	Description	No. of Cameras	Cost
430	La Crescenta ES	La Crescenta ES Camera System Adds	6	\$16,367.54
431	Muir ES	Muir ES Camera System Adds	3	\$8,370.12
432	Lincoln ES	Lincoln ES Camera System Adds (3New, 1 Reinstall)	4	\$8,818.20
433	Jefferson ES	Jefferson ES Camera System Adds	4	\$10,696.70
434	Verdugo Woodlands ES	Verdugo ES Camera System Adds	3	\$7,936.85
435	Fremont ES	Fremont ES Camera System Adds	6	\$6,335.58
		Cumulative Total:	26	\$58,524.99

Staff is recommending that the Board approve ICA Nos. 430, 431, 432, 433, 434, and 435 with Convergent Technologies for the Installation of Security surveillance Systems at these sites for a cumulative total of \$58,524.99. The projects are funded with Measure S – Security & Safety Funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 430

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the 29th day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

La Crescenta Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Sixteen Thousand, Three Hundred Sixty-Seven Dollars and Fifty Four Cents (\$16,367.54)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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, CA 91206

Attn: Tony Barrios

Vendor:

Address

Attn: _____

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the

District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

La Crescenta Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$16,367.54

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 431

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the 29th day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Muir Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Eight Thousand, Three Hundred Seventy Dollars and Twelve Cents (\$8,370.12)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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 ST.

GLENDALE, CA 91206

Attn: _____

Vendor:

Address:

ATTN:

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Muir Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$8,370.12

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 432

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the 29th day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Lincoln Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Eight Thousand, Eight Hundred Eighteen Dollars and Twenty Cents (\$8,818.20)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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 ST.

GLENDALE, CA 91206

Attn: _____

Vendor:

Address:

ATTN:

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Lincoln Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$8,818.20

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 433

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the 29th day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Jefferson Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Ten Thousand, Six Hundred Ninety-Six Dollars and Seventy Cents (\$10,696.70)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 14.3.1. material breach of this Agreement by the Vendor; or
- 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
- 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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 ST.

GLENDALE, CA 91206

Attn: _____

Vendor:

Address:

ATTN:

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Jefferson Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost	\$10,696.70
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INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 434

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **29th** day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Vergudo Woodlands Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Seven Thousand, Nine Hundred Thirty-Six Dollars and Eighty Five Cents (\$7,936.85)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 14.3.1. material breach of this Agreement by the Vendor; or
- 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
- 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
 - 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
 - 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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 ST.

GLENDALE, CA 91206

Attn: _____

Vendor:

Address:

ATTN:

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Verdugo Woodlands Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$7,936.85

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 435

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **29th** day of **November, 2017** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Fremont Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **December 18, 2017** until **February 28, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor 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
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Six Thousand, Three Hundred Thirty-Five Dollars and Fifty Eight Cents (\$6,335.58)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the work herein contemplated, Vendor 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. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety 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.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

16.1. The Vendor 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.

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

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor 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.

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor 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:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor 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 Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **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.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor 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.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

35. **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 ST.

GLENDALE, CA 91206

Attn: _____

Vendor:

Address:

ATTN:

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

36. **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.

37. **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.

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

39. **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.

40. **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.

41. **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.

42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. 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 authority and empowered to enter into this Agreement.
- 46. 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.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Fremont Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$6,335.58

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 6

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Steve Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Amendment No. 1 to Independent Consultant Agreement No. 271 with MTGL, Inc. for Verdugo Woodlands Elementary ORG Specialty Inspection Services**

The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 271 with MTGL, Inc. for Verdugo Woodlands Elementary ORG Specialty Inspection Services in the amount of \$100,477.50.

On May 19, 2015, the Board of Education approved Independent Consultant Agreement No. 271 with MTGL, Inc. to provide specialty testing and inspection services required for this project for \$179,281. These contracts are issued on a time and materials basis, and are billed hourly on an agreed upon amount. These contract amounts are typically kept low in an effort to minimize consultants overcharging.

Amendment No. 1 to Independent Consultant Agreement (ICA) No. 271 with MTGL, Inc., for Verdugo Woodlands Elementary ORG Specialty Inspection services in the amount of \$100,477.50, is for additional inspection time required due as part of normal construction and some steel sub-contractor errors that required re-inspection in the field and in the shop. It also includes minimal additional time because of contractor inefficiencies. This will increase the original contract to \$279,758.50.

The total cost for specialty inspections is 2% of the construction cost, below the 3% budgeted amount. The costs for this work is included in the approved budget for the Verdugo Woodlands Elementary ORG project.

This project is funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Measure S – Structural Tests and Special Inspections Services**

Professional Service Number: **271**

Amendment No. 1: November 29, 2017

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **20th** day of **May, 2015** by and between the Glendale Unified School District, ("District") and MTGL, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Structural Tests and Special Inspection Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on **June 1, 2015** and will diligently perform as required and complete performance by **October 18, 2017.**
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Designation of Subcontractors List
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background/Tuberculosis Clearance Certifications
<u> X </u>	Insurance Certificates and Endorsements
<u> </u>	W-9 Form
<u> </u>	_____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) **Two Hundred Seventy Nine Thousand, Seven Hundred Fifty-Eight Dollars and Fifty Cents** ~~One Hundred Seventy Nine Thousand, Two Hundred Eighty One~~ **(\$279,758.50)** ~~(\$179,281.00)~~ which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

5.1. Not Applicable

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall

assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

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

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Termination.**

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

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

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

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

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

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

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

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

14. **Insurance.**

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

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

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

14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any

employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

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

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

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Glendale Unified School District
349 West Magnolia Avenue
Glendale, California 91204
[FAX] (818) 507-4911
ATTN: Tony Barrios

Consultant:

MTGL, Inc.
Address: _____
[FAX] _____
ATTN: _____

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

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

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

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

30. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

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

32. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

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

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

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

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

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

Dated: _____, 2017

Dated: _____, 2017

Glendale Unified School District

Consultant: MTGL, Inc.

By: _____

By: _____

Print Name: Stephen Dickinson

Print Name: _____

Print Title: Chief Business and Financial Officer

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

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

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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

DESIGNATED SUBCONTRACTORS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.
2. Contractor need not list entities that are only vendors or suppliers of materials. **If no Subcontractor**, please enter "None" in the first section below, then complete and sign the certification portion below.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor's employees and of all of its subcontractor' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

Consultant may provide the following general Services:

Verdugo Woodlands Elementary School - ORG

Provide all required Structural Tests and Special Inspections as listed on form DSA-103, which includes, but limited to the DSA-103, that as conditions may expand the required menu as related to the various construction categories (soil, concrete, masonry, steel, and wood) and subcategories.

The testing lab shall adhere to the responsibilities as required in the capacity Structural Testing Laboratories to the California Code of Regulations (CCR), the Title 24, the California Administrative Code, Sections 4-333, and 4-335, California Building Code, Chapters 17A, and 18A and the California Department of General Services, Division of State Architect (DSA) Interpretation of Regulations document IR 17-4 thru IR 17-7.

- | | |
|--|--------------|
| ▪ Site Preparation & Grading | \$ 48,870.00 |
| ▪ Special Inspections | \$103,752.00 |
| ▪ Lab Testing | \$ 9,444.00 |
| ▪ Other: | \$ 17,215.00 |
| ➤ Nuclear Gauge | |
| ➤ Sample Pick-up | |
| ➤ NDE Equipment | |
| ➤ Project Management | |
| ➤ Geotechnical / Materials Engineer – Box, DSA Reports | |
| ➤ Final Report | |

**Additional work to complete this project due to DSA requirements to have
An inspector on site while metal studs are being welded in new projects. \$100,477.50**

Total Not-To-Exceed Amount ~~\$179,281.00~~ \$279,758.50

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 7

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities
Gioconda Padilla, Director, Procurement & Contract Services

SUBJECT: **Award of Bid No. 159-17/18 for Site Improvements at Franklin Elementary School**

The Superintendent recommends that the Board of Education award Bid No. 159-17/18 for Site Improvements at Franklin Elementary School to Chalmers Construction Services, Inc., in the amount of \$119,500.00.

In accordance with established procedures, Procurement completed the solicitation of bids for Site Improvements at Franklin Elementary School. A job walk was conducted and Seven (7) contractors participated. The District received and opened a total of two (2) bids on November 14, 2017, as outlined below:

Contractor	Amount
Chalmers Construction Services, Inc.	\$119,500.00
SStK Contractors	\$137,940.00

After conducting a post-bid conference and reviewing the bid documents, staff is recommending to award the bid to Chalmers Construction Services, Inc., (La Crescenta), the lowest responsive and responsible bidder in the amount of \$119,500.00. Bid Details are available for review in the Procurement & Contract Services Department.

This project will be funded by Measure S – Franklin Expansion Fund. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 8

TO: Board of Education

FROM: Mr. Winfred B. Roberson, Superintendent

SUBMITTED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources

SUBJECT: **Approval of Memorandum of Understanding with CTE TEACH Site**

The Superintendent recommends that the Board of Education approve the attached Memorandum of Understanding between Glendale Unified School District and CTE TEACH Site, and that the Assistant Superintendent, Human Resources be authorized to execute the Agreement.

The Agreement commences on November 29, 2017 and expires on June 30, 2018, unless modified or terminated in writing within 30 days' written notice of one party to the other.



CTE TEACH Site Memorandum of Understanding

This memorandum of understanding sets forth the terms of agreement between the Colton-Redlands-Yucaipa Regional Occupational Program (hereafter CRY-ROP) and Glendale Unified School District (Educational Agency hereafter Participating Agency), with regards to participation in the CTE TEACH and CTE TEACH site program.

I. Background

The California State Plan for Career and Technical Education, 2008- 2012, identifies as an essential element of a world-class CTE system the need for initial preparation and on-going professional development of CTE educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 school districts, ROCPs, community colleges, and charter schools to provide the demonstrated critical support needed for CTE teacher success.

Recognizing that many local educational agencies have a need for professional development activities to support CTE educators, CRY-ROP offers CTE TEACH site grant opportunities to eligible educational agencies.

II. Purpose of Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as they relate to the implementation of the CTE TEACH professional development program for CTE educators.

III. Duration of Agreement

The term of this agreement shall be from November ²⁹~~1~~, 2017 through and including June 30, 2018 unless modified or terminated in writing. The termination can be exercised by either party 30 days following written notice.

IV. Program Description

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolding structure that includes teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach

to professional development can enhance teacher success in the classroom and increase teacher retention in your program.

V. Special Provisions

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
3. This MOU constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this MOU. No amendment, modification or alteration of the terms of the MOU shall be binding on either party unless submitted in writing, dated subsequent to the date of this MOU, and is duly executed by both parties.
4. Neither party may incur any debt, obligation, expense or liability of any kind of the other party without the other party's written approval.
5. This agreement may be amended by the mutual written consent of the parties here to.

VI. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this agreement and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

A. CRY-ROP shall:

1. Pay the Participating Agency for CTE TEACH services rendered and as specified, the total amount of **\$10,000.00** (200 hours at a rate of **\$50.00** per service hour) upon receipt of all fully completed CTE TEACH Quarterly Reports with accompanying invoices in the last fiscal quarter.
2. Furnish all information and forms necessary to the performance of this agreement.
3. Provide curriculum and training for Mentor Teachers.
4. Provide administrator support focusing on strategies and practices needed to implement the CTE TEACH program.
5. Monitor the performance of the Participating Agency in regards to responsibilities under this MOU and advise the Participating Agency of any and all concerns.

B. Participating Agency shall:

1. Identify at least one Participating Agency administrator that will oversee the CTE TEACH program on site. Specific responsibilities include the following:
 - a. Be available for consultation with selected Mentor Teachers regarding instructional matters.
 - b. Attend a Statewide Advisory Meeting hosted by CRY-ROP via video conference – April 2018.
 - c. Submit fully completed Quarterly Reports with accompanying invoices. All sections of the Quarterly Reports must be completed, if applicable. The last Quarterly Report and

any final invoices must be received no later than July 15, 2018. Note that no funds may be used for equipment, supplies or indirect costs. The reports are due no later than 30 days after the end of each quarter:

- i. Quarter 2 ends December 31, 2017 - Report due by January 30, 2018
 - ii. Quarter 3 ends March 31, 2018 - Report due by April 30, 2018
 - iii. Quarter 4 ends June 30, 2018 - Report due by July 15, 2018
- d. Administrators are responsible for reviewing Mentor logs for completeness and assurance that all tasks/activities align with the objectives of the grant.
 - e. Submit additional documentation and reports as required.
 - i. Including a sustainability plan due March 31, 2018
2. Identify at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conducting training following the CTE TEACH professional development curriculum, classroom visits/teacher observations, non-evaluative coaching related to classroom visits/teacher observations and other forms of technical assistance to support the beginning CTE teacher. Specific responsibilities include the following:
- a. Complete online the CTE Teach Mentor Training modules available through CTE Online (www.cteonline.org) by the end of second quarter, December 30, 2017. Mentors added to the grant after December 30th, 2017 will have 30 days after notifying CTE teach to complete the online training.
 - b. Participate in four training webinars provided by CTE Teach.
 - c. Attend a Statewide Advisory Meeting hosted by CRY-ROP, April 2018.
 - d. Hold quarterly workshops outlined in the CTE TEACH curriculum for teachers.
 - e. Provide one-on-one time with individual teachers to discuss challenges via phone, email, or in person weekly.
 - f. Mentor and work closely with assigned teachers to provide support and assistance.
 - g. Provide information and guidance to teachers pertaining to instructional methodologies and resources, effective teaching strategies for classroom management, and lesson plan design and development.
 - h. Meet with assigned teachers and coordinate site visits conducting classroom observations and providing peer coaching follow-up and feedback pertaining to effective teaching strategies and student motivation.
 - i. Conduct a minimum of 2 observations with feedback per semester for each assigned teacher.
 - j. Be available on an "on-call" basis and visit or call each assigned teacher every month.
 - k. Function as a methodology specialist for specialty or content area as applicable.
 - l. Consult with teachers regarding instructional matters and site procedures, including attendance, record keeping, and forms.
 - m. Coordinate and facilitate the sharing of resources and expertise. Consult with administrators regarding instructional matters.
 - n. Serve as a professional role model for colleagues and favorably represent site. Participate in quarterly webinars hosted by CRY-ROP.
 - o. Log their hours of instruction on the Mentor Teacher Activity Log and submit to administrator in a timely manner.
 - p. Submit additional documentation and reports as required.

VII. Failure to Provide Satisfactory Service, Abandonment of Program, Cancellation of Agreement

If, at any time during the performance of this agreement, CRY-ROP and the California Department of Education determines, at their discretion, that Participating Agency's services have become unsatisfactory, or if at any time during the performance of this agreement CRY- ROP determines, at its sole discretion, to suspend indefinitely work on CTE TEACH, CRY-ROP shall have the right to cancel this agreement regarding the Participating Agency's services related to CTE TEACH. In the event of such cancellation, CRY-ROP shall give written notice to Participating Agency of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.

If the cancellation is for unsatisfactory performance, CRY-ROP shall be obligated to pay Participating Agency only for those services deemed by CRY- ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of CRY-ROP's decision to suspend indefinitely or abandon the work under this agreement, CRY-ROP shall be obligated to pay Participating Agency only for those services performed by Participating Agency through the effective date of cancellation or termination.

Approved By:

Participating Agency Information:

Glendale Unified School District

Name: *Cynthia M. Foley*

Title: *Asst. Supt., RR*

Signature: _____

Date: *11-29-17*

Street: *223 N. Jackson St.*

City: *Glendale*

State: *CA* Zip: *91206*

Phone #: *818-241-3111*

Agency: Colton-Redlands-Yucaipa ROP

Name: Stephanie Houston

Title: Superintendent

Signature: _____

Date: _____

Mail the MOU with original signatures to:

Colton-Redlands-Yucaipa ROP

Attention: Project Coordinator

1214 Indiana Ct

Redlands, CA 92374

This MOU must be printed and signed by the superintendent/designee and submitted to the appropriate governing body for consideration.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 9

TO: Board of Education
FROM: Mr. Winfred B. Roberson, Superintendent
SUBMITTED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT: **Approval of Extended Campus Agreement with Tufts University**

The Superintendent recommends that the Board of Education approve the attached Extended Campus Agreement between Glendale Unified School District and Tufts University, and that the Assistant Superintendent, Human Resources be authorized to execute the Agreement.

The Agreement commences on November 29, 2017 and expires on November 28, 2022. It may be renewed annually unless either party notifies the other in writing of a desire to terminate or modify the agreement.

EXTENDED CAMPUS AGREEMENT

BETWEEN

Glendale Unified School District

AND

TUFTS UNIVERSITY

THIS AGREEMENT is entered into by and between Glendale Unified School District, hereinafter referred to as “the Clinical Associate,” and TRUSTEES OF TUFTS COLLEGE, a Massachusetts non-profit corporation with its principal office in Medford, Massachusetts, hereinafter referred to as “the University”.

WHEREAS, the Clinical Associate operates [a school site] (the “Training Site”);

WHEREAS, the University has students enrolled in the Boston School of Occupational Therapy (“BSOT”) within its Graduate School of Arts and Sciences, Department of Occupational Therapy, and conducts an occupational therapy education which requires practical experience for its students;

WHEREAS, it is to the benefit of both the Clinical Associate and the University that students enrolled at BSOT have opportunities to gain practical experience and enhance their capabilities by providing therapeutic services at the Training Site with appropriate supervision and instruction in accordance with State Occupational Therapy Licensure Laws and Regulations.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

A. UNIVERSITY RESPONSIBILITIES

1. The University shall send to the Clinical Associate students enrolled in Master's programs within the said Department of Occupational Therapy who desire to receive instruction and practical experience in their respective fields of interest for the purpose of furthering the following objectives of the parties hereto:

- A. To provide practical experience in the area of patient care and related instruction for students of the University;
- B. To improve the overall educational program of the University by providing opportunities for learning experiences that will progress the student to advanced levels of performance;

- C. To increase contacts between academic and training site faculties in order to maximize the utilization of available teaching facilities and expertise;
- D. To establish and maintain a course of instruction and practical experience (hereinafter referred to as the "Program");
- E. To enable the Clinical Associate to receive from each student professional services under the guidance of the designee of the Clinical Associate and in accordance with the rules and regulations of the Clinical Associate.

2. The University shall assign to the Clinical Associate only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and shall designate a faculty member to coordinate the projects to be assumed by each student participating in the Program with a designee of the Clinical Associate. Notwithstanding anything to the contrary in this Agreement, it is not contemplated that any faculty member of the University will directly participate in the Program or be present at the Clinical Associate. The liaison between the Training Site and the School will be the Academic Fieldwork Coordinator, Susan Higgins, OTD, OTR/L (617) 627-5923.

3. The University shall require that each student complete a health history in the form attached hereto as Exhibit A (including a statement by the student as to whether any special accommodations are necessary to accommodate a known disability) and shall forward a copy of such history to the Clinical Associate prior to the date that such student begins his or her Level II Fieldwork at the Clinical Associate. Upon request, the health history and information release will be forwarded to training sites providing Level I fieldwork placements upon request. The health history shall be accompanied by an information release in the form attached hereto as Exhibit B, signed by the student, acknowledging that the student's information will be shared with the Clinical Associate and that the student will be required to notify the Clinical Associate and the University of any change in his/her health status or required accommodations. The Clinical Associate agrees to maintain the confidentiality of all such information and to comply with all applicable laws and regulations (including, without limitation, the Family Educational Rights and Privacy Act of 1974, as amended), to the same extent as if the Clinical Associate and its employees, agents and representatives were educational officials for purposes of such law, regulations and policies. The Clinical Associates shall notify the University promptly if there is any actual or suspected unauthorized disclosure of such information and shall also take any other action requested by the University to adhere to its legal obligations or otherwise protect the privacy and confidentiality of such information.

4. The University shall notify each student that he or she is responsible for following the administrative policies, standards, regulations, and practices of the Clinical Associate, including reporting to the facility on time, adhering to

the training site's Dress Code policy that may include procuring and wearing the necessary and appropriate uniforms required but not provided by the Clinical Associate, and following all established regulations during the regularly scheduled operating hours of the Clinical Associate. The University shall further notify each student that he or she is required to comply with the professional standards established by the Clinical Associate, the University, and the Principles of Occupational Therapy Ethics, as approved by the Representative Assembly of the American Occupational Therapy Association throughout the course of the Program. The Clinical Associate shall provide copies of such policies, standards, regulations, and practices to the student before/upon the commencement of such student's participation in the Program.

5. The University provides to all students participating in fieldwork affiliation programs an orientation relating to their responsibilities in the practice setting, including their responsibility under regulations ("HIPAA Regulations") issued by the Department of Health and Human Services to implement the Health Insurance Portability and Accountability Act of 1996 and regulations ("OSHA Regulations") issued by the Occupational Health and Safety Administration relating to bloodborne pathogens. At the request of the Clinical Associate, the University will require that students participating in the Program attend orientation sessions offered by the Clinical Associate on HIPAA Regulations, OSHA Regulations and other training site, state and federal mandates relating to the student's work.

The University shall notify each student that he or she must obtain the prior, written approval of the Clinical Associate and the University before publishing any material relating to the Program, and must provide his or her own transportation and living arrangements when not provided by the Clinical Associate.

B. CLINICAL ASSOCIATE RESPONSIBILITIES

1. The Clinical Associate shall provide a supervised program of practical experience. The Clinical Associate shall send the University a written description of the Program, which shall include specific duties and requirements of such student pursuant to his/her rotation. Each student shall be supervised by an occupational therapist employed by the Clinical Associate who meets state licensing and other regulations and has a minimum of one year of practice experience subsequent to such therapist's initial certification. It is understood that such supervision shall provide opportunities for appropriate role modeling of occupational therapy practice, consistent with protection of patients and with the Clinical Associate's own policies. The Program will include opportunities for student participation in (i) screening/evaluation and interventions (as appropriate to the setting and the needs of patients) and (ii) administration, management and/or research, to the extent feasible. For the purposes of this Agreement, the term "patients" shall be deemed to include clients in a private practice or community agency and children being served in a school setting.

2. The Clinical Associate shall designate and submit in writing to the University, for its approval, the name and professional and academic credentials of a person to be responsible for the Program and who shall hold the title of Clinical Education Supervisor. The Clinical Education Supervisor shall maintain contact with a liaison designated by the University to assure mutual participation in and monitoring of the Program. Notice of any proposed change of the Clinical Education Supervisor shall be given in writing to the University.

3. The Clinical Associate shall provide current information regarding the fieldwork site as outlined on the AOTA Fieldwork Data form and prepare an evaluation of each student's performance, using forms provided by the University, and promptly return the completed evaluation to the University upon the completion of such student's fieldwork placement. On reasonable request by the University or by agencies charged with the responsibility of accreditation of the curriculum, or by both, the Clinical Associate shall permit the inspection of its facilities, services available for fieldwork experiences, student records, and such other items as may pertain to the Program.

4. The Clinical Associate shall at all times have ultimate responsibility for all aspects of patient care. In any situation in which, in the sole opinion of Clinical Associate, a patient's welfare may be adversely affected, the Clinical Associate may take immediate corrective measures including removing a student from a clinical assignment or requesting that a student leave a patient care area, without prior consultation with the University, but shall notify the University immediately thereafter of the action(s) taken and the reasons for the action(s) taken. In any situation not involving patient welfare, in which a student is not performing satisfactorily, in the Clinical Associate's opinion, resolution shall involve mutual agreement of the Parties.

5. The Clinical Associate will abide by the University policy of nondiscrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, age, disability, veteran status, or national or ethnic origin, in all matters of educational opportunity. This includes the selection of qualified applicants, assignments, housing, and disciplinary action.

6. The Clinical Associate shall ensure that, when appropriate, reasonable accommodations are made, so that any otherwise qualified student is not prohibited from participation in the Program as a result of a disability which the student has disclosed to the Clinical Associate.

7. The Clinical Associate shall permit the student access to its facilities (including areas for group and individual conferences and library facilities) to the extent such facilities are available and not needed by the Clinical Associate. The Clinical Associate shall have the right to designate the areas and shifts in which the students shall work. The students shall not be permitted to rotate or otherwise alter or adjust

their schedules without the permission of the Clinical Associate. The Clinical Associate, in its sole discretion, shall have the right to limit the number of students in the Program.

C. MUTUAL RESPONSIBILITIES

1. The University and the Clinical Associate may develop agreements supplemental hereto with respect to the operational details of the Program, including but not limited to terms such as: the beginning date, duration, and number of students eligible to participate in the Program; and, at least one month prior to the commencement of each student's participation in said Program, the beginning date and duration of an individual student's course of instruction.

2. The Clinical Associate and the University agree that the purpose of the Agreement is to provide fieldwork education experiences for students. Neither party will consider a student an employee of the Clinical Associate or of the University, but rather a student in the fieldwork education phase of his or her professional education. The student shall not be entitled to participate in any employee benefit program of the Clinical Associate or the University including Workers' Compensation.

3. The Clinical Associate and the University each shall maintain professional liability insurance in the amount of two million dollars (\$2,000,000) per occurrence for each of their respective students, staff, employees, or agents who participate in the clinical experience. Each party will provide the other party with certificates evidence the foregoing insurance coverage upon request.

4. Neither party shall use the other's name, insignia, or logo in any descriptive or promotional literature or communication of any kind without prior written approval of the other party. Any request for any such name use shall be directed to the Office of University Counsel at Tufts University. Neither party communicate with members of the media or otherwise make any public announcement regarding the services performed by Contractor pursuant to this Agreement, or the terms of this Agreement, without the prior written consent of the other party. Tufts University's written consent must be requested from Tufts University's Senior Vice President for University Relations or its Director of Public Relations. Any inquiries from the media shall be referred to Tufts University's Senior Vice President for University Relations or Director of Public Relations.

5. In the event that any claim arising under this Agreement is filed with any court or administrative agency or threatened against either party, such party shall notify the other party immediately.

6. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, reputable

overnight delivery service or by hand, addressed to the party to whom such notice is to be given as follows:

To the University: Academic Fieldwork Coordinator
Boston School of Occupational Therapy
Tufts University
574 Boston Ave
Medford, MA 02155

with a copy to: Office of the University Counsel
Tufts University
Ballou Hall
Medford, MA 02155

To the Clinical Associate:

D. MISCELLANEOUS

1. The term of this Agreement shall be a period of five years commencing on November 29, 2017. Thereafter, this agreement shall be renewed annually unless either party notifies the other in writing of a desire to terminate or modify the agreement during the 60-day period immediately preceding the annual renewal date. Either party may terminate this Agreement at any time, with at least sixty (60) days advance written notice to the other party, in the event of a material breach of the covenants hereunder; provided, however, that any student who is participating in the clinical learning experiences at Facility at the time of termination (or is scheduled to commence his/her clinical learning experience at the Facility within thirty (30) days of the date of such termination) shall be allowed to complete such clinical learning experience at the Facility under the terms and conditions herein set forth.

2. Any modifications of this Agreement shall be in writing and signed by authorized officials of Clinical Associate and University. Each party agrees not to unreasonably refuse to make modifications that are required by licensing or other regulatory changes affecting the other party.

3. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any term or condition hereof granted by a party must be in writing and signed by the party and shall apply solely to the specific instance expressly stated in the

writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.

4. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

5. The parties shall use good faith to resolve any dispute arising under this Agreement without litigation. However, in the event either party brings an action to enforce the terms of this Agreement, venue for such action shall be in the state or federal courts of the state in which the defendant is located.

6. Nothing in this Agreement shall be deemed to create an agency or partnership relationship between the University and the Clinical Associate, nor to permit the Clinical Associate to act on behalf of the University or in its name or to bind the University, either directly or indirectly, in any manner whatsoever.

7. Each party represents that its execution and delivery of this Agreement has been duly authorized.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this ____ day of _____, 20__.

[CLINICAL ASSOCIATE]

TRUSTEES OF TUFTS COLLEGE

By _____

By _____

Name: Cynthia M. Foley, Ed.D.

Dr. Gary Bedell
Professor and Chair

Title: Assistant Superintendent
Human Resources

Date: November 29, 2017

TUFTS UNIVERSITY
BOSTON SCHOOL OF OCCUPATIONAL THERAPY
HEALTH STATUS REPORT FOR AFFILIATIONS

This is to certify that

_____ (Last Name)

_____ (First Name)

from the Boston School of Occupational Therapy was examined* on

_____ (Date)

He/she was found to be in good general health, free from any communicable disease or disability, with the following exceptions:

*NOTE: PE should be performed within 12 months prior to start of affiliations.

Mantoux (Tuberculin) Skin Test: Date administered: _____ Read: _____ Results: _____

NOTE: Test should be administered within 6 months prior to affiliations.

Chest Ray Results (required, if Mantoux positive) _____

IMMUNIZATION STATUS

Measles: 1st Dose: _____ 2nd Dose: _____ or Titer result: _____
(given after 15 mo.)

Mumps: Date of vaccine: _____ or Titer result: _____

Rubella: Date of vaccine: _____ or Titer result: _____

Tetanus/Diphtheria: _____ (booster should be within past 10 years)

Hepatitis B vaccine: 1st Dose: _____ 2nd Dose: _____ 3rd Dose: _____

Or: Hepatitis B surface antibody: Date: _____ Result: _____

Clinician Signature

Name

Date

Revised, March 2003/O'Dea

Tufts University-BSOT Information Release and Acknowledgment

I understand that my responsibilities as a student may include the following:

- conducting interviews/assessments with clients.
- providing verbal and/or physical assistance (during transfers, Activities of Daily Living [ADL], mobility activities, behavioral management/limit setting) in accordance with policies and procedures of the clinical placement site (the “fieldwork site”).
- synthesizing information and observations to document service provision and develop and modify intervention plans/reports.
- providing documentation that is legibly handwritten or done as computer entry per the policies of the fieldwork site.
- collaborating with patients, clients, families and team members regarding intervention plan.
- articulating rationale (clinical reasoning/theory/evidence base) for services.
- performing service delivery, documentation, and billing (if applicable) in a timely manner and in accordance with site procedures.
- using judgment in adhering to fieldwork site policies and procedures to ensure client safety and confidentiality.
- communicating effectively and demonstrating cultural sensitivity (verbally and nonverbally) with others in practice environment (clients/families, staff, etc.)
- demonstrating professional work behaviors such as flexibility, emotional stability, dependability, and time management/organizational skills in work activities. These activities may include: planning schedule, attending meetings, adhering to deadlines, personal appearance and work site maintenance (general care of supplies, materials and treatment area related to service provision per fieldwork site policies).
- generally complying with the policies and procedures of the fieldwork site, including the IRB review process, if relevant.

I accept the responsibility to complete the AOTA Personal Data Sheet (if applicable), the Tufts-BSOT Health History Form and any other background documentation (including, without limitation, Criminal Offender Record Information (“CORI”)) required by the fieldwork site as a condition to my participation in its clinical program (“Documentation”) and submit such Documentation to Tufts University-BSOT by the designated due date for release to my approved field experience sites. CORI information should be submitted directly to the fieldwork site.

I hereby authorize the release of all Documentation to any field experience site to which I have been approved for placement. I understand that these documents contain information about my previous education and experiences at Tufts University-BSOT, my health status, and other information that is pertinent to my performance at the fieldwork site(s). I understand that the fieldwork site(s) will review such Documentation to determine my eligibility to participate in its clinical program in accordance with the fieldwork site’s policies and procedures. I also agree to allow the Tufts University-BSOT fieldwork coordinators and/or faculty to discuss my academic performance and relevant work experience (including test results, performance evaluations, letters of recommendation and disciplinary information) with the field site supervisor(s) at any field experience site to which I have been approved for placement.

Should I have a disability that may require special accommodations or a condition that could affect either my performance or affect others with whom I come into contact, I accept the responsibility to review the specific responsibilities and/or expectations relating to any clinical placement to which I have been approved and to disclose to my field placement sites/supervisors the nature of my disability and the special accommodations which may be required. I understand that the fieldwork site may discuss this information with the Fieldwork Coordinators and/or Faculty at Tufts University-BSOT.

I agree, as a condition to my placement, to participate in orientation sessions required by Tufts University-BSOT. I understand that I must provide evidence of health insurance and Hepatitis B vaccination, along with any other required vaccinations, in order to participate in the Tufts University – BSOT program. I understand that placement in a field experience, per degree requirements, necessitates the signing of this release/agreement.

I agree to hold all employees, agents, and representatives of Tufts University-BSOT and the fieldwork site(s) harmless from liability in connection with (i) the release of information contained in the Documentation or which I may otherwise make available and (ii) any action or inaction of the fieldwork site in connection with CORI information, if such information is required. Tufts University agrees to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

I have read this document and understand that it contains a waiver of certain rights which I may have under law, including, without limitation, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and under regulations (“HIPAA Regulations”) issued by the Department of Health and Human Services to implement the Health Insurance Portability and Accountability Act of 1996.

Non-Discrimination Policies of Fieldwork Sites

Tufts University has adopted a non-discrimination policy which provides in part as follows:

“It is the policy of the University not to discriminate on the basis of sex, sexual orientation, age, religion, race, color, national or ethnic origin, disability, status of a disabled veteran or status of a covered-veteran in the administration of its educational policies, admissions policies, employment policies, scholarship and loan programs, and athletic or other university-sponsored programs.”

The policy of certain fieldwork sites which are governed by federal law (such as hospitals administered by the Veterans’ Administration) or the laws of other states may not specifically protect against discrimination based on each of the foregoing categories.

While Tufts University does not endorse or approve of any discrimination, we have no control over the policies of other institutions and you agree that we will not be deemed responsible for their actions. If you have any questions or concerns on this matter, you should feel free to discuss them confidentially with the Department Chair or Fieldwork Coordinators.

Student Signature

Name

Date

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

ACTION REPORT NO. 10

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Contract Approval - Assistant Superintendent, Educational Services**

The Superintendent recommends that the Board of Education approve the employment contract for Dr. Kelly King, Assistant Superintendent, Educational Services

Dr. Kelly King is currently the Assistant Superintendent, Educational Services. The attached employment contract for Dr. King is being presented for approval by the Board of Education. The term of this contract shall commence on November 29, 2017 and end on June 30, 2020.

GLENDALE UNIFIED SCHOOL DISTRICT
Glendale, California

AGREEMENT OF EMPLOYMENT WITH KELLY ANN KING, Ed.D.

THIS AGREEMENT is entered into on the 29th day of November 2017, between the Board of Education of the Glendale Unified School District of Los Angeles County, hereinafter referred to as "District," and Dr. Kelly Ann King, Assistant Superintendent, Educational Services, hereinafter in places referred to as "Employee."

This Agreement shall replace and supplant the existing Agreement between the parties.

IT IS HEREBY MUTUALLY AGREED that the conditions of employment for Dr. Kelly Ann King, Assistant Superintendent, Educational Services shall be as follows:

1. The term of this contract agreement shall commence on November 29, 2017 and end on June 30, 2020. After the completion of the 2018-2019 school year, but prior to December 1, 2019, the Board shall consider whether to extend or renew the contract for an additional period.
2. The annual base salary shall be \$193,926 per fiscal year. This amount shall not be subject to decrease during the term of this Agreement. The Board may increase the salary at any time during any school year subject to the Employee meeting or exceeding the expectations for performance and goals established in the Employee's annual evaluation from the Superintendent.
3. The health and welfare and other fringe benefits shall be those accorded the other full-time senior management employees of the District.
4. The work year shall be 12 months of full and regular service per fiscal year (from July 1 through June 30).
5. Vacation benefits shall be accrued at the rate of 22 working days during each year of service under this agreement. The Employee is encouraged to take vacation days in the year earned. If circumstances dictate otherwise, the Employee may annually cash out up to ten earned and unused vacation days.
6. Sick leave days shall be as provided by law and Board policy to all certificated management employees.
7. The duties of the Employee shall be as those described in the then-current Board-approved position description applicable to Employee's position, and as reasonably directed by the Superintendent and/or Board of Education. Employee shall report directly to the Superintendent.

8. The Superintendent shall, at least once each year, meet with Employee to review Employee's performance. Employee shall perform the duties of her position in a competent, honest and good faith manner, and shall devote full-time efforts to the performance of duties pursuant to this Agreement. The annual evaluation shall be confirmed in written summary form.
9. The District encourages Employee to participate in professional organizations for purposes of education and personal development, and therefore shall reimburse as business expense the cost of Employee's membership in the Association of California School Administrators (ACSA).
10. The District shall reimburse Employee for all actual and necessary expenses incurred in the performance of services for the District within the scope of employment as provided for in Board of Education Policy 4331.3 and/or authorized by the Board of Education.
11. Automobile travel, within the scope of the Assistant Superintendent, Educational Services, duties, will be reimbursed at the regular mileage rate according to District policy.
12. This Agreement may be terminated prior to its expiration:
 - 12.1 By Employee, in the event of Employee's qualified retirement under STRS based either on age or disability;
 - 12.2 By either Employee or the District, in the event of a physical or mental condition of Employee which has disabled, or is expected to disable Employee from effective performance of the essential duties of her position for an extended period, even with reasonable accommodation, after Employee has exhausted all available sick leave and vacation entitlements. Nothing herein shall preclude the District from appointing an interim replacement for Employee during the period of Employee's disability.
 - 12.3 By the death of Employee;
 - 12.4 By the District, due to good cause. Good cause includes a material breach by Employee of the obligations owed to the District, and also includes conduct by Employee which undermines her effectiveness as a trusted senior executive of the District; or
 - 12.5 By the District, without good cause as defined above. In that event only, the Employee shall continue to receive the balance of payments set forth herein for the remainder of the stated term of this Agreement, or a period of 12 months, whichever is the lesser.

13. If this Agreement is terminated for any of the above-mentioned causes, Employee shall continue to be eligible for all post-retirement medical and dental insurance benefits for the Employee and spouse as per Board Policy 4317.13. Any accrued vacation, retirement calculation, and disability allowance shall be paid at the rate of 1/225 of the annual salary.
14. As required by Government Code Section 53243.2, if this Agreement is terminated because the employee is convicted of a crime involving abuse of office or position, the employee must reimburse the District for specified payments (paid leave pending an investigation, legal criminal defense, cash settlement related to termination, etc.) made by the District.
15. Any disputes or claims otherwise cognizable in court, arising out of or relating to enforcement of the parties' Agreement of Employment, or termination of employee's employment, including any contractual, statutory or common law claims, and claims against individual managers, agents and Board members of the District in their capacity of such, as well as against the District itself, shall be submitted to binding arbitration pursuant to the Employment Arbitration Rules of the American Arbitration Association. Statutes of limitations and scope of remedies shall be the same as if the case were brought in court, except that claims alleging violation of this Agreement of Employment must be brought, in writing, within one year of the alleged violation. The District shall pay for the cost of the arbitration itself, but the parties shall each bear the cost of their own case, unless otherwise provided by statute.
16. This Agreement shall be binding upon the District upon final adoption by the Board of Education.

IN WITNESS WHEREOF the parties hereto have duly approved and executed this agreement on the date first shown above.

_____/_____
 Winfred B. Roberson, Jr. Date
 Superintendent

_____/_____
 Nayiri Nahabedian, President Date
 Board of Education

_____/_____
 Kelly Ann King, Ed.D. Date
 Assistant Superintendent, Educational Services

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 1

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Minutes**

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

- a) Regular Meeting No. 12, November 7, 2017

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

BOARD OF EDUCATION MEETING NO. 10
ADOPTED MINUTES
REGULAR MEETING, November 7, 2017

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Nayiri Nahabedian, president of the Board of Education, at 5:00 p.m. on Tuesday, November 7, 2017, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Jennifer Freemon, Dr. Armina Gharpetian, Greg Krikorian, Shant Sahakian, and Nayiri Nahabedian.

The following administrators were present: Mr. Winfred Roberson, Mr. Stephen Dickinson, Dr. Cynthia Foley, Dr. Kelly King, Dr. Mary Mason, and Mr. Felix Melendez.

PUBLIC COMMUNICATIONS

No one addressed the Board at this time.

CLOSED SESSION

The Board recessed to Closed Session at 5:01 p.m. to discuss the following:

1. Instructing designated representative, Mr. Winfred Roberson, Superintendent of Schools, regarding collective bargaining matters pursuant to Government Code §54957.6.
2. Personnel matters relating to the appointment, employment or evaluation of school based and non-school based district management positions pursuant to Government Code §54957.
3. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957.
4. Conference with Legal Counsel – Existing Litigation pursuant to Government Code §54946.9 (a). Case No. BC 591301

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 6:38 p.m.

MINUTES: November 7, 2017 – Regular Board Meeting

REPORTING OUT OF CLOSED SESSION

None.

PLEDGE OF ALLEGIANCE

Akiva Pitchenik, a student from College View School, led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Nahabedian read the following statement: "To accommodate the requirements of Government Code §54954.2 and in accordance with the Brown Act revisions, I declare that the agenda for this meeting was posted on the bulletin boards in the lobby of the Administration Center and the GUSD website 72 hours prior to this meeting."

APPROVAL OF AGENDA ORDER

A motion was made by Mrs. Freemon and seconded by Mr. Krikorian to amend the agenda by deleting Action Report #8 from the agenda. Motion approved by unanimous vote: AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

PRESENTATION

Senator Anthony Portantino – State of the Schools Address

Senator Anthony Portantino presented his State of the School address, which included educational and fiscal updates for the 2017 educational year. He spoke about new legislation that he introduced, SB 25, which will change the ballot order listing local elections first. He spoke about SB 328, early school start time. He said he got considerable opposition from CSBA who was given three letters of reprimand for their tactics and for misstating the facts; not telling the truth. It's coming back for reconsideration. More than 400 districts nationwide have moved to a late start model. Senator Portantino is the chair of the Senate Education Budget Subcommittee.

STUDENT BOARD MEMBER REPORT

Student Board Member Amira Chowdhury provided an update on school site activities. On October 10, Clark Magnet High held its 3rd annual celebration of the achievement of women in STEM. On October 12, Hoover High students participated at the Adelante Young Men conference. This event was funded by the district. On November 3, Hoover High won the *Battle for the Bell*. On Saturday, Hoover and Glendale High schools celebrated their homecoming dance. On November 16, Crescenta Valley High will be hosting its fall blood drive. On October 23, Dunsmore Elementary held its annual harvest carnival. Lastly, all students are looking forward to Thanksgiving.

PUBLIC COMMUNICATIONS

1. Neda Faroumond, Glendale Council PTA president, wished Raffi Sahakian a happy birthday. She welcomed our newest administrators, Dr. Mary Mason and Mr. Felix Melendez and looks forward to hearing from them at their meetings.
2. Tina Givrad, parent, spoke about an incident that occurred on September 21, causing injury to her daughter's knees. A boy at school had picked up her daughter and threw her on the ground. She sent an email to Dr. Coulter who justified the boy's action by saying he is just a teenager and was just messing around. She said she spent over a decade studying teenagers' brains; his action was clearly an aggressive behavior. She saw her daughter suffer both emotionally and physically all because of the violent behavior of the boy. She asked what consequences did the boy receive and what action plans do we have in place for the safety of all children.
3. Elisa Rodriquez, resident and former GUSD student, said she is here to advocate for children with learning disabilities and for GUSD to have a better system in identifying kids with learning disabilities. As a student, she was just pushed along to go to the next grade. No one asked her why she did good in some subjects and not in others. When she went to community college, she had a difficult time. Every time she tried to get good grades, she was not successful. She took it upon herself to be tested, and it was discovered that she was dyslexic. She is currently a candidate for a master's degree in social work at USC. She realizes that we need resources to diagnose kids at an early age. She is here as an advocate for the children in Glendale as she feels there are others being stereotyped as not caring, instead of having a learning disability.

PUBLIC HEARING

1. Public Hearing for the Announcement of Intent of Aram Ordubegian to Apply for Re-appointment to the District Personnel Commission. (Refer to Action Report No. 2)

Ms. Nahabedian opened the public hearing at 7:22 p.m. Asked if anyone wished to speak. Hearing none, Ms. Nahabedian closed the public hearing at 7:23 p.m.

INFORMATION

1. Resignations
2. Local Control Accountability Plan (LCAP) Update #6
3. Vehicle Fleet Sustainability Plan/Budget Allocation
4. Update on GUSD's Progress Towards Board Priority #1, "Promoting a Culture of Caring, Trust, and Inquiry"

MINUTES: November 7, 2017 – Regular Board Meeting

INFORMATION (Continued)

5. The California Voter Participation Rights Act - Senate Bill 415
6. Enrollment Information for 2017-18 (as of October 4, 2017)
7. Update to Proposal for Cerritos Elementary School to Become a Magnet School
8. Proposed Revisions to Board Policies Relating to Business and Non-Instructional Operations, Community Relations, Personnel, and Bylaws of the Board
9. Property Exchange Update
10. Update on Measure S and Facility Programs

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

ACTION REPORTS

1. Approval of the Re-Appointment of CBOC Committee Members' Terms

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

2. Announcement of Intent of Aram Ordubegian to Apply for Re-appointment to the District Personnel Commission

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

3. Contract Approval - Assistant Superintendent, Human Resources/Director of Classified Personnel

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

4. Approval of Change Order No. 1 Bid No. 143 – 16/17 with Oceanstate Development Inc., for the Relocation of EEELP Bungalow at Franklin Elementary School

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

ACTION REPORTS (Continued)

5. Approval of Change Order No. 2 Bid No. 120 – 15/16 with Paradise Construction & Contract Management Inc., for the Interim Housing at Franklin Elementary School

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

6. Approval of Change Order No. 3 Bid No. 115 - 15/16 with Chalmers Construction Services Inc., for the Overcrowding Relief Grant (ORG) 1-Story Building at Lincoln Elementary School

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

7. Approval of Change Order No. 2 Bid No. 111 – 15/16 with ACC Contractors Inc., for the Muir Elementary School Overcrowding Relief Grant (ORG) 2-Story Building

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

8. ~~Approval of Amendment No. 1 to Independent Consultant Agreement No. 271 with MTGL, Inc., for Verdugo Woodlands Elementary ORG Specialty Inspection Services~~ This item was deleted from the agenda and not voted on.

9. Award of Bid No. 158 – 17/18 for Window Replacement Phase III at R.D. White Elementary School

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

10. Signature Authorization for Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources/Director, Classified Personnel and Dr. Debra Rinder, Executive Director, Special Education

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

MINUTES: November 7, 2017 – Regular Board Meeting

ACTION REPORT (Continued)

11. Approval for Cerritos Elementary School to Become a Cerritos Computer Science Magnet School

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

12. Approval of Services Agreement Between Glendale Unified School District and Sunbelt Staffing

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

13. Approval of Services Agreement Between Glendale Unified School District and 3Chords Inc., dba Therapy Travelers

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

14. Approval of Memorandum of Understanding Between Foothill SELPA and Hathaway-Sycamores

It was moved by Mr. Sahakian and seconded by Mr. Krikorian to approve Action Report No. 14, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

15. Approval of Memorandum of Understanding with Hathaway-Sycamores

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

16. Approval of Agreement Between Glendale Unified School District and Beach Cities Learning.

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

CONSENT CALENDAR

1. Minutes
 - a) Regular Meeting No. 10, October 17, 2017
 - b) Special Meeting No. 11, October 24, 2017

MINUTES: November 7, 2017 – Regular Board Meeting

CONSENT CALENDAR (Continued)

2. Certificated Personnel Report No. 8
(Refer to attachment #1 for supplemental report)
3. Classified Personnel Report No. 7
4. Warrants totaling \$8,018,722.24 for October 11, 2017 through November 1, 2017.
5. Purchase Orders totaling \$3,286,867.80 for October 2, 2017 through October 20, 2017
6. Appropriation transfer and Budget Revision Report
7. Approve 2017-2018 School Lunch Price Increase
8. Approval of Agreement with Coachella Valley Unified School District for the Sale of Three (3) Portable Buildings at R.D. White Elementary
9. Approval of Notice of Completion with Northeast Trees for the Franklin Urban Greening Grant Construction Agreement U59314-0 (Prop 84)
10. Approval of Notice of Completion with Chalmers Construction for Bid No. 132-16/17 for Rosemont Middle School for (P.E.) Lockers Replacement
11. Authorization to Dispose of Surplus Property
12. Resolution No. 13 – Approval of Amendments to Annual Agreement for Contract No. CCTR-7090 with the California Department of Education, Child Development Division, for General Child Care and Development Programs for 2017-2018
13. Resolution No. 14 – Approval of amendment to Annual Agreement for Contract No. CSPP-7194 with the California Department of Education, Child Development Division, for California State Preschool Programs for 2017-2018
14. Approval of Designated Member for Adult Education Block Grant
15. Approval of Revisions to Board Policy Relating to Instruction
16. Acceptance of DonorsChoose Award

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

REPORTS FROM THE BOARD

Mrs. Freemon announced Prom Plus is having its holiday boutique this Saturday, from 10 a.m. to 3 p.m. at CV Community Park. Next week is the last meeting of the YMCA Quarterback Club. Student athletes from each of our high schools will be receiving scholarships at this meeting and the coaches will give a recap of their season. Lunch is at 11 a.m.

Mr. Sahakian attended John Muir’s and Edison’s Halloween events. He thanked the Sunrise Rotary for the pergola at Glenoaks. It was great to be back to see the Battle for the Bell. He had a great time at CVHS for Ally Week. He thanked teacher Alicia Harris for her help with the LGBTQ students. He completed the CSBA Masters in Governance program. He wished his son, Raffi, a happy first birthday.

Dr. Gharpetian announced the slogan for the 25th annual *I Love My Neighborhood* poster contest is “Clean city, green city, my Jewel City.” She encouraged everyone to participate. The award ceremony will be held in April.

Mr. Krikorian appreciated being invited to the NW Homeowners Association meeting. He thanked principals Jennifer Earl and Tom Crowther for their presentations at this meeting, as well. The Hoover and Glendale football game was great; however, we need to reenergize the event and get more people there to support our kids. Are kids are struggling in football; we need to put forth the same level of effort to athletics and the arts.

Ms. Nahabedian enjoyed the CSEA Classified Staff Development Day and celebrating with the Baha’i’s of Glendale its 200th anniversary of the birth of Baha'u'llah. She congratulated Hoover High for winning the *Battle for the Bell*. She wished Raffi Sahakian a happy birthday. She welcomed our three executive directors, Dr. Mary Mason, Dr. Deb Rinder, and Mr. Felix Melendez.

REPORT FROM THE SUPERINTENDENT.

Mr. Roberson thanked the Board for a very productive meeting.

ADJOURNMENT

There being no further business, Ms. Nahabedian adjourned the meeting at 10:40 p.m.

Nayiri Nahabedian
President, Board of Education

Jennifer Freemon
Clerk, Board of Education

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CERTIFICATED PERSONNEL REPORT NO. 9

CONSENT CALENDAR NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources/Director of Classified Personnel

SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 9

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.	Lescher, Whitney Teacher, Regular TK Marshall Elementary	1/18/18 through 3/23/18
2.	Panosyan, Tamara Teacher, Regular Science Wilson Middle School	1/08/18 through 5/14/18
<u>Change of Maternity Leave of Absence</u>		
1.	Timmons, Christina Teacher, Regular 4 th Grade Fremont Elementary	11/06/17 through 1/02/18
2.	Yahiayan, Natalie Teacher, Regular 2 nd Grade Balboa Elementary	11/01/17 through 12/18/17
<u>Extension of Maternity Leave of Absence</u>		
1.	Begijanmasihi, Mari Teacher, Regular 4 th Grade Verdugo Woodlands ES	8/30/17 through 12/23/17

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Maternity Leave of Absence (Cont.)</u>			
2.	Hernandez, Diana	Assistant Principal Glendale High School	10/28/17 through 12/11/17
<u>Health Leave of Absence</u>			
1.	Korte, Kirsten	Teacher, Special Education Pacific/Edison Preschool	11/15/17 through 12/27/17
2.	Pursel, Jeanne	Teacher, Regular Kindergarten La Crescenta Elementary	11/13/17 through 2/12/18
3.	Tandy, Linda	Teacher, Regular Earth Science Hoover High School	10/23/17 through 11/12/17
<u>Family & Medical Leave of Absence</u>			
1.	Korte, Kirsten	Teacher, Special Education Pacific/Edison Preschool	11/15/17 through 12/27/17
2.	Lescher, Whitney	Teacher, Regular TK Marshall Elementary	1/18/18 through 4/13/18
3.	Panosyan, Tamara	Teacher, Regular Science Wilson Middle School	1/08/18 through 4/11/18
4.	Pursel, Jeanne	Teacher, Regular Kindergarten La Crescenta Elementary	11/13/17 through 2/12/18
5.	Sparks, Ashley	Teacher, Regular 5 th Grade Mountain Avenue Elementary	11/16/17 through 1/10/18

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Family & Medical Leave of Absence (Cont.)</u>		
6.	Tandy, Linda Teacher, Regular Earth Science Hoover High School	10/23/17 through 11/12/17
<u>Change of Family & Medical Leave of Absence</u>		
1.	Timmons, Christina Teacher, Regular 4 th Grade Fremont Elementary	11/06/17 through 2/23/18
2.	Yahiayan, Natalie Teacher, Regular 2 nd Grade Balboa Elementary	11/01/17 through 12/18/17
<u>Extension of Family & Medical Leave of Absence</u>		
1.	Begjanmasihi, Mari Teacher, Regular 4 th Grade Verdugo Woodlands ES	8/30/17 through 11/30/17
2.	Hernandez, Diana Assistant Principal Glendale High School	10/28/17 through 2/02/18
<u>Parental Leave of Absence</u>		
1.	Lescher, Whitney Teacher, Regular TK Marshall Elementary	3/24/18 through 5/29/18
<u>Change of Parental Leave of Absence</u>		
1.	Hernandez, Diana Assistant Principal Glendale High School	12/12/17 through 2/02/18
2.	Timmons, Christina Teacher, Regular 4 th Grade Fremont Elementary	1/03/18 through 3/30/18

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>General Purpose Leave of Absence</u>		
1.	Guthman, Alex N. Counselor, Mental Health Rosemont Middle School & Crescenta Valley HS	1/08/18 through 7/01/18
<u>Military Leave of Absence</u>		
1.	Scates, David Teacher, Regular Health/Physical Education Hoover High School	11/06/17
<u>Additional Assignment</u>		
1.	Astor, Elizabeth V. Goss, Audrey R. Vessella, Teresa M. Teachers, as needed, to work with student on Capdats. Special Education.	11/06/17 through 1/26/18 Hourly rate of pay Not to exceed half an hour/day, for a total of 21 hours. Special Education – SAI Core 01.0 65000.0 57707 11200 1130 0000600
2.	Doody, Melanie Teacher Specialist, as needed, to work additional days in the 17-18 school year above contracted days. Teaching and Learning.	7/01/17 through 6/30/18 Daily rate of pay Not to exceed 5 days 01.0 07405.0 11100 10000 1130 0000618
3.	Minasyan, Nvard Teacher, as needed, for additional hourly assignment for science class. Daily High School.	11/13/17 through 6/06/18 \$30.00 per hour Not to exceed 1 hour per week 01.0 02000.0 32000 10000 1130 0400000
4.	Widholm, Carolyn Teacher, as needed, for Choral Director for the Fall Semester. Monte Vista Elementary.	9/01/17 through 3/09/18 Not to exceed \$1,032.00 total 01.0 00000.0 17001 10000 1170 3700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Voluntary Increase in Assignment</u>		
1.	Stadel, Justin T. Counselor, Temp Contract Hoover High School	11/01/17 through 6/30/18 From 60% to 100%
<u>Election to Management Position</u>		
1.	Shahroozi, Shahrokh TO: Psychologist, Probationary, 1 st year Special Education	Effective 12/04/17 205 days
<u>Election</u>		
1.	Belou, Natasha Teacher, Temp Contract Glendale High School	11/08/17 through 6/07/18
2.	Grafius, Jennifer Teacher, Temp Contract EEELP	11/13/17 through 6/30/18
3.	Sanchez, Martha Teacher, Temp Contract Fremont Elementary EEELP	11/09/17 through 6/30/18
4.	Stadel, Justin T. Counselor, Temp Contract Hoover High School	7/31/17 through 6/30/18
<u>Election Hourly/Daily</u>		
1.	Lee, Susan Nuanez, Christine Widholm, Carolyn Teachers, as needed, for after school musical theater instruction. Monte Vista Elementary.	10/02/17 through 4/30/18 \$30.00 per hour Not to exceed \$3,800.00 01.0 95100.0 11100 10000 1130 3700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
2.	Akopyan, Armine Andrews, John Antonian, Armineh Avakyan, Armine Aviles, Gilbert Babakhanian, Annette Barsegyan, Nana Berger, Nancy Bitow, Elizabeth Briggs, Jessica Carlson, Tami Casillas, Marie Chambers, Veronica Chaolertyotin, Pearl Curry, Julie Dall, Mary De Bruijn, Rens De La Rosa, Anthony Duir, Amy Dunham, Gail Fink, Sandra Gharabighi, Aylin Gharibian, Lilia Gonzalez, Francisco Grigorian, Ashley Herington, Christina Jackson, Paula Lalaian, Anita Lamoreaux, Robin Lancaster, Gerald Lapacka, Heather Ludwig, Hans Ly, Veronica	Teachers, as needed, to provide Reading/Math Intervention for Lit for Success. Wilson Middle School.	9/01/17 through 6/07/18 \$30.00 per hour Not to exceed 65 hours total Title I – Alternative Support Plan 01.0 30100.0 11100 10000 1130 080865

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
3.	Rovello, Cindy Soo-Parker, Alice Vales, Heather	Teachers, as needed, to work with students in the Robotics After School Program. Lincoln Elementary.	9/18/17 through 5/25/18 \$30.00 per hour to work with students. \$27.00 per hour for planning. Not to exceed 72 hours or \$2,160.00 total. Supplemental 01.0 01000.0 11100 10000 1130 3300000
4.	Jang, Clotilde Morris, Sara	Teachers, as needed, to provide instruction and support for Invention Convention. Lincoln Elementary.	10/01/17 through 12/12/17 \$30.00 per hour to work with students. \$27.00 per hour for planning. Not to exceed 10 hours or \$300.00 total. Supplemental 01.0 01000.0 11100 10000 1130 3300000
5.	Barnard, Barbara Barnes, Judy Hacker, Elaine	Retired teachers, as needed, for intervention to support ELD students. Verdugo Woodlands ES.	11/01/17 through 6/05/18 \$30.00 per hour Not to exceed 316 hours or \$9,484.00 Title III – EL 01.0 42030.0 11100 10000 1130 4200673
6.	Barnard, Barbara Barnes, Judy Hacker, Elaine	Retired teachers, as needed, for intervention to support ELD students. Verdugo Woodlands ES.	11/01/17 through 6/05/18 \$30.00 per hour Not to exceed 141 hours or \$4,258.00 Elementary Intervention 01.0 02000.0 11304 10000 1130 4200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
7.	Acevedo, Guadalupe Akopian, Vroujan Alamillo, Aurora Antonian, Armineh Arakelian, Diana Astor, Elizabeth Babakhanian, Annette Balmanoukian, Shakeh Besoli, Amy Bitow, Elizabeth Blattner, Charles F. Bozoyan, Vahe Buyer, James Chui, Peggy Contreras, Andrea Day-Blattner, Alex DaVolio, Jacqueline Debel, Maya De La Rosa, Anthony Dishchekonian, Anzhela Dreyfus, Martha Duir, Amy Elzanaty, Mohammed Freemon, Allen Funaro, Christopher Galdamez, Henry Gentile, Amy Gharibian, Lilia Gilbaugh, Karen Goldsbury, Janet Gonzalez, Francisco Gonzalez, Jose Alfredo Gonzalez, Roxana Grigorian, Grant Goss, Audrey Gruss, Margaret Harmandayan, Roupun Hernandez, Sebastian Hoang, Kevin	Math Pilot Teachers, as needed, to work outside of their work day to do lesson planning and prepare materials for the math textbook pilot adoption. Teaching & Learning.	7/01/17 through 6/30/18 \$27.00 per hour Not to exceed 8 hours each 01.0 07405.0 00000 21000 1130 0000618

Position

Election Hourly/Daily (Cont.)

7. Huang, Deborah
- Hourihan, Kevin
- Incandela, Romina
- Jackson, Paula
- Jenks, James
- Kamiya, Randall
- Kaufman, Sharon
- Khatchetourian, Daniella
- Khodagulyan, Armond
- Khoury, Saba
- Kim, Cindy
- Kim, Christine
- Kim, Sophia
- Kwong, Eric
- LeClear, William
- Lee, Allison
- Lee, Jeenie
- Lee, Jen Ku
- Malakyan, Tagui
- Mardirosian, Tadeh
- Martin, Gregory
- Matsukata, Lisa
- McCreary, Scott
- Merlo, Reid
- Mitropoulos, Daphane
- Moon, Christina
- Morrison, Sarah
- Nam, Joan
- Nishimoto, Kathy
- O'Rourke, Sean
- Petitti, Danielle
- Quock, Gar
- Regli, Peter
- Ritthamel, Nancy
- Sanchez, Jason
- Sano, Dorothy
- Shagoulian, Haik
- Sheridan, Saul
- Slatus, David

Effective Dates
And Salary Rate

Position

Election Hourly/Daily (Cont.)

7. Stuffel, Linda
- Sukazian, Greta
- Tashjian, Ishac
- Tatljan, Hratch
- Tcharkhoutian, Vahe
- Thompson, Staci
- Trinidad, Ryan
- Tyler, Ian
- Vardanian, Narek
- Vasquez, Sierra
- Vela, Diana
- Villegas, Elvia
- Weckerly, Ellen
- Wilke-Lewis, Monica
- Yi, Sook Min
- Young, Celine
- Zargaryan, Armine

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
8.	Grafius, Jennifer Sanchez, Martha	Teachers, as needed, for Early Education & Extended Learning Programs.
		11/09/17 through 6/30/18 \$30.00 per hour Not to exceed 100 hours each Child Development Activities 12.0 50251.0 85000 10000 1130 0000671 Child Development Activities 12.0 61051.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1130 0000671 State Preschool 12.0 61050.0 85000 10000 1130 0000671 California State Preschool 12.0 61052.0 85000 10000 1130 0000671 Recreation After School Program 01.0 91100.0 85000 10000 1130 0000671 Self-Supporting Combined 01.0 91500.0 85000 10000 1130 0000671 Self-Support Preschool 01.0 91300.0 85000 10000 1130 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1130 0000671
9.	Ghavam, Amir Khodagulyan, Armond	Teachers, as needed, for after school tutoring program. Clark Magnet High School.
		9/01/17 through 6/06/18 \$30.00 per hour Not to exceed \$10,837.00 Title I – Alternative Support 01.0 30100.0 11100 10000 1130 0900865

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
10.	Hewitt, Gloria Petriella, Libera Tupanjani, Elke Whittington, Karen	Teachers, as needed, to assess language fluency of students applying for dual immersion in Spanish, Italian, French and German. Franklin Elementary.	11/17/17 through 6/01/18 \$30.00 per hour Not to exceed 15 hours each FLAG Support Fund 01.0 00000.0 00000 21004 1130 0008682
11.	Castillo, Liliana O'Rourke, Roxanne	Teachers, as needed, to provide after school intervention for small groups. Mann Elementary.	11/01/17 through 6/06/18 \$30.00 per hour Not to exceed \$5,852.00 total Title I – Alt Support 01.0 30100.0 11100 10000 1130 3500865
12.	Bogle, Amanda Schilling, Leslie Taylor, Traci	Teachers, as needed, for after school intervention. Fremont Elementary.	10/17/17 through 5/30/18 \$30.00 per hour No to exceed \$2,975.00 Elementary Intervention 01.0 02000.0 11304 10000 1130 2800000
13.	Fitzgibbons, Joanna Gonzalez, Kathryn Weller, Emily	Teachers, as needed, to provide intervention to primary students. Valley View Elementary.	11/15/17 through 5/30/18 \$30.00 per hour to work with students. \$27.00 per hour for planning Not to exceed 32 hours/\$960.00 total. Intervention Funds 01.0 02000.0 11304 10000 1130 410000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
14.	Avanes-Aghcheghalen, Polien Batista, Ileana Bergman, Anya Cano, Stephanie Chaney, Sandra Collaso, Margarita Gallegos, Rosalinda Gureghian, Sarine Hagopian, Ashken Huleis, Rana Labinger, Kimberly Liden, Evangelina Luna, Mariana Mancilla, Susana Marquez, Jennifer Matevosian, Arpine Meza, Emily McCabe, Rosemarie McTear, Brady Montes, Karen Navarro, Nancy Origel-Polanco, Giovanna Ortega, Claudia Reuter, Andrea Salazar, Vittorio Schultz, Margarita Switzer, Ann Tiscareno, Araceli Turdjian, Lusine Valdez, Cynthia Varela, Miriam Williams, Caitlin Wisinski, Robyn Yang, Juyoung	Teachers, as needed, workshops of theory and research that provide support for our diverse sub-group (Hispanic, ELLs, Newcomers, Gifted, SPED, etc.) Edison Elementary.	11/28/17 through 5/31/18 \$27.00 per hour Not to exceed 220 hours total Not to exceed \$5,940.00 total Title I – Alternative Support 01.0 30100.0 11100 10000 1130 2500865

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
15.	Appleton, Laurel Chadwick, Janet Duncan, Cheryl Oliver, Susan Soule-Maggio, Stephen Wray, Donna	Retired Teachers, as needed, to assist with GATE including administration Spelling Bee, OLSAT Assessment, Invention Convention, Math Field Day (District and County) and Scholastic Bowl. Categorical Office.	11/01/17 through 4/30/18 \$27.00 per hour for planning \$30.00 per hour for working with students. Not to exceed \$2,500.00 total Supplemental Program 01.0 01000.0 11100 10000 1130 0000673
16.	Gonzalez, Francisco Hamo, Matthieu Junge, Jennifer O'Rourke, Sean Morrison, Sarah	Teachers, as needed, to review, amend and correct tests for District Math Field Day event and coach 4 th through 8 th grade students for County Math Field Day. Categorical Programs.	12/01/17 through 4/30/18 \$27.00 per hour for reviewing and correcting tests. \$30.00 per hour for coaching. Not to exceed \$2,500.00 total Supplemental Program 01.0 01000.0 11100 10000 1130 0000673
17.	Aviles, Gilbert	Teacher, Regular Physical Education Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0800000
18.	Dall, Douglas	Assistant Principal, as needed. Glendale High School.	10/30/17 through 2/09/18 Daily rate of pay 01.0 11000.0 11100 10000 1170 0200000
19.	Ghavam, Amir	Teacher, as needed, to provide extra instruction in mathematics after school. Clark Magnet High School.	9/01/17 through 6/06/18 \$30.00 per hour Not to exceed \$3,000.00 total 01.0 30100.0 11100 10000 10000 1130 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
20.	Grafius, Jennifer Teacher, as needed, for Early Education & Extended Learning Programs.	11/13/17 through 6/30/18 Daily rate of pay Not to exceed \$5,000.00 Child Development Activities 12.0 50251.0 85000 10000 1130 0000671 California State Preschool 12.0 61052.0 85000 10000 1130 0000671 Self-Supporting Combined 01.0 91500.0 85000 10000 1130 0000671 Child Development Activities 12.0 61051.0 85000 10000 1130 0000671 Self-Support Daycare 01.0 91400.0 85000 10000 1130 0000671 State Preschool 12.0 61050.0 85000 10000 1130 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1130 0000671 California State Preschool 12.0 50252.0 85000 10000 1130 0000671 Self-Support Preschool 01.0 91300.0 85000 10000 1130 0000671
21.	Herington, Christina Teacher, Regular Physical Education Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0800000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
22.	Khodagulyan, Armond Teacher, as needed, to provide extra instruction in mathematics after school. Clark Magnet High School.	9/01/17 through 6/06/18 \$30.00 per hour Not to exceed \$3,000.00 total 01.0 30100.0 11100 10000 10000 1130 0900000
23.	Lamoreaux, Robin Teacher, Regular English Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0800000
24.	Ly, Veronica Teacher, Regular English Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0800000
25.	Maynard, Wendy Teacher, as needed, to provide ELD intervention to EL students. Lincoln Elementary.	9/01/17 through 5/31/18 \$30.00 per hour to work with students. \$27.00 per hour for planning. Not to exceed 30 hours or \$900.00 total. Supplemental 01.0 01000.0 11100 10000 1130 3300000
26.	Ophoven, Barbara J. Teacher, as needed, to assess fluency of students applying for dual immersion in German. Franklin Elementary.	11/17/17 through 6/01/18 \$30.00 per hour Not to exceed 10 hours FLAG Support Fund 01.0 00000.0 00000 21004 1130 0008682

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
27.	Ramos, Luz	Substitute teacher, as needed, to hold intervention sessions after school newcomers. Cerritos Elementary.	9/14/17 through 6/05/18 \$30.00 per hour Not to exceed \$2,958.00 Title III – EL 01.0 42030.0 11100 10000 1130 2200673
28.	Rivera, Renee	Teacher Specialist, as needed, to provide before school tutoring/ intervention to Primary Grade English Learners. Valley View Elementary.	1/08/18 through 5/31/18 \$30.00 per hour to work with students. \$27.00 per hour for planning. Not to exceed 24 hours/\$720.00 total. Title III – EL funds 01.0 42030.0 11100 10000 1130 4100673
29.	Rivera, Renee	Teacher Specialist, as needed, to provide before school CAASPP preparation to English Learners in grades 3-6. Valley View Elementary.	1/08/18 through 5/31/18 \$30.00 per hour to work with students. \$27.00 per hour for planning Not to exceed 26 hours/\$780.00 total. Title III – EL Funds 01.0 42030.0 11100 10000 1130 410673
30.	Rivera, Renee	Teacher Specialist, as needed, to work with GATE students. Valley View Elementary.	10/02/17 through 5/31/18 \$30.00 per hour work with students. \$27.00 per hour for planning Not to exceed 24 hours/\$720.00 total. Supplemental Funds 01.0 01000.0 11100 10000 1130 410000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
31.	Sutphin-Moos, Valerie Teacher, Regular Advanced Art Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0800000
32.	Weckerly, Ellen Teacher, Special Education Special Education Wilson Middle School	1/08/18 through 6/06/18 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57701 11100 1110 0000600
33.	Zambetta, Patrizia Substitute teacher, as needed, to assess language fluency of students applying for dual immersion in Italian. Franklin Elementary.	11/17/17 through 12/20/18 Daily substitute rate of pay Not to exceed 5 days FLAG Support Fund 01.0 00000.0 00000 21004 1130 0008682

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 6, October 3, 2017	
	<u>Page 8, Item 7</u>	
	Ames, Betsy Dube, Eileen Hakopian, Angel Hubanks, Darlene Kim, Karen Kim, Marianne Mahoney, Bridget Rosen, Susan	Substitute/Retired teachers, as needed, to provide intervention to at-risk students in grades K-5. Mark Keppel VAPA & FLAG.
		8/16/17 through 6/06/18 \$30.00 per hour Not to exceed \$4,772.00 01.0 02000.0 11304 10000 1130 3100000
	Add the following names: Steiman, Amanda Thomas, Carina	
2.	Revision to Board Report No. 6, October 3, 2017	
	<u>Page 8, Item 8</u>	
	Ames, Betsy Dube, Eileen Hakopian, Angel Hubanks, Darlene Kim, Karen Kim, Marianne Mahoney, Bridget Rosen, Susan	Substitute/Retired teachers, as needed, to provide intervention to at-risk students in grades K-5. Mark Keppel VAPA & FLAG.
		8/16/17 through 6/06/18 \$30.00 per hour Not to exceed \$19,285.00 01.0 42030.0 11100 10000 1130 3100673
	Add the following names: Steiman, Amanda Thomas, Carina	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement</u>		
1.	Baronian, Tanya Consultant, as needed, to provide Armenian Sisters, Private School, Techniques and Strategies for Effective Classroom Management. Categorical Programs/ Private Schools	1/01/18 through 6/30/18 Not to exceed \$400.00 total Title II 01.0 40352.0 11100 10000 5811 0000673
2.	Weinstein, Linda Consultant, as needed, to provide consultation and hands on training on the Wilson Reading Program. Special Education.	11/29/17 through 6/30/18 \$125.00 per hour Not to exceed \$6,000.00 Special Education 01.0 65000.0 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 to Ricadorie Glaze, 6th grade teacher, from Glendale Adventist Academy Private School to attend the conference “Students at the Center: Exploring and Applying Personalized Learning” per consultation. The conference is to be held in San Diego 12/08 to 12/10/17, and to include all necessary expenses including meals \$150.00, conference registration fee \$549, lodging \$507 and mileage \$133.75, not to exceed \$1,339.75.

Title II
 01.0 40352.0 11100 10000 5220 0000673

Position

Effective Dates
And Salary Rate

Conference/Workshop/Meeting Authorization (Cont.)

2. It is recommended that approval be given to Guadalupe Arellano, Visual Impairment Specialist, Foothill SELPA, to attend the five-day, "13th Biennial Getting in Touch with Literacy" conference. This conference is to be held in New Orleans, Louisiana from December 5, 2017 through December 9, 2017, and to include all necessary expenses including conference registration fee, not to exceed \$1,052.

SELPA Regionalized Services
01.0 65001.0 50500 22000 5220 0000668

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CLASSIFIED PERSONNEL REPORT NO. 8

CONSENT CALENDAR NO. 3

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
PREPARED BY: Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 8

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

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Family & Medical Leave of Absence</u>		
1. <u>Account Clerk II</u> Dovlatyan, Marine	Financial Services	11/07/17 through 12/10/17
2. <u>Plumber</u> Lewsadder, Gregory	FASO	11/05/17 through 01/15/18
3. <u>Typist Clerk II</u> Simon, Christine	Special Education	09/07/17 through 09/25/17

Family & Medical Leave of Absence - Intermittent

1. <u>Maintenance Worker II</u> Carter, Gregory	FASO	10/25/17 through 10/25/18
--	------	---------------------------

Medical Leave of Absence

1. <u>Account Clerk II</u> Dovlatyan, Marine	Financial Services	11/07/17 through 12/10/17
---	--------------------	---------------------------

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Medical Leave of Absence - Continued

- | | | | |
|----|--|-------------------|---------------------------|
| 2. | <u>Plumber</u>
Lewsadder, Gregory | FASO | 11/05/17 through 01/15/18 |
| 3. | <u>Typist Clerk II</u>
Simon, Christine | Special Education | 09/07/17 through 09/25/17 |

Extension of Medical Leave of Absence

- | | | | |
|----|---|--------------------|---------------------------|
| 1. | <u>Cafeteria Worker I</u>
Avoyan, Selva | Nutrition Services | 02/23/17 through 12/15/17 |
| | Mamoorani, Janet | Nutrition Services | 08/16/17 through 01/30/18 |
| 2. | <u>Custodian I</u>
Salcido, Robert | Glendale | 10/13/17 through 11/19/17 |
| 3. | <u>Education Assistant II</u>
Abgaryan, Mariam | Special Education | 08/28/17 through 12/20/17 |
| 4. | <u>Education Assistant-Intensive Support</u>
Yahya, Hera | Special Education | 09/25/17 through 11/30/17 |
| 5. | <u>Nutrition Services Driver</u>
Morgan, Katherine | Nutrition Services | 08/14/17 through 12/18/17 |

Change of Medical Leave of Absence

- | | | | |
|----|--|-------------------|---------------------------|
| 1. | <u>Behavior Intervention Assistant</u>
Shaumyan, Anna | Special Education | 10/11/17 through 11/05/17 |
|----|--|-------------------|---------------------------|

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Extension of Maternity Leave of Absence

- | | | |
|---|----------|---------------------------|
| 1. <u>Education Assistant-ASES/RAP Site Leader</u>
Darabidian, Ailin | Rosemont | 08/16/17 through 12/13/17 |
|---|----------|---------------------------|

Military Leave of Absence

- | | | |
|---|-------------------|---------------------------------------|
| 1. <u>Behavior Intervention Assistant</u>
Martinez, Joseph | Special Education | 08/21/17 through 08/27/17
11/13/17 |
|---|-------------------|---------------------------------------|

Election from Eligibility List

- | | | |
|--|----------------|--|
| 1. <u>Custodian I</u>
Choto, Maria | Edison/Mann | 11/15/17; 12/8; 11-1
01.0 00000.0 00000 81006 2211 2500000
01.0 00000.0 00000 81006 2211 3500000 |
| Mendez, David | Edison | 11/15/17; 12/8; 11-1
01.0 00000.0 00000 81006 2211 2500000 |
| 2. <u>Education Assistant I</u>
Baghdasaryan, Tehmine | Cloud | 11/03/17; 12/3; 3-1
01.0 91300.0 85000 10000 2110 0000671 |
| Jaytyan, Hasmik | Cerritos | 10/23/17; 12/3; 3-1
12.0 61052.0 85000 10000 2110 0000671 |
| La Torre, Nohelia | Pacific Avenue | 11/03/17; 12/3; 3-1
12.0 61052.0 85000 10000 2110 0000671 |
| Pilavdzhyan, Narine | Cerritos | 11/03/17; 9.25/3; 3-1
12.0 61052.0 85000 10000 2110 0000671 |

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Election from Eligibility List - Continued

- | | | | |
|----|---|---------------|--|
| 2. | <u>Education Assistant I</u> - Continued
Zakarian, Keristineh | Cerritos ASES | 11/03/17; 9.25/3; 3-1
01.0 60100.0 11100 10000 2110 2200000 |
| 3. | <u>Education Assistant ASES/RAP Site Leader</u>
Mkrtchyan, Lilit | Glenoaks RAP | 11/03/17; 9.25/3.5; 6-1
01.0 91100.0 85000 10000 2110 0000671 |
| 4. | <u>Groundsworker</u>
Villacorta, William | FASO | 11/01/17; 12/8; 17-2
01.0 00000.0 00000 81004 2211 0000640 |

Reclassification

- | | | | |
|----|--|--|---|
| 1. | <u>Senior Heating, Ventilation & Air Conditioning Mechanic</u>
Camarena, Carlos | FASO
From Heating,
Ventilation &
Air Conditioning
Mechanic
31-8 | 11/22/17; 12/8; 33-8
01.0 81500.0 00000 81000 2211 0000640 |
|----|--|--|---|

Termination - Probationary

- | | |
|---------------|----------|
| 2017-cl-81737 | 11/08/17 |
| 2017-cl-81838 | 11/07/17 |
| 2017-cl-81751 | 11/07/17 |

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Behavior Intervention Assistant</u>		
Tripp-Mosman, Susan	Mountain Avenue	10/27/17 through 06/06/18 Supplemental 01.0 01000.0 11100 10000 2130 3900000
2. <u>Education Assistant I</u>		
Arabian, Nicole	EEELP	10/23/17 through 06/30/18
Baghdasaryan, Tehmine		Child Development Activities
Cortez, Walter		12.0 61051.0 85000 10000 2160 0000671
Flores, Virginia		Child Development Activities
Gharadaghi, Kristineh		12.0 61051.0 85000 10000 2130 0000671
Hovakimian, Melineh		Self Supporting Combined
Jaytyan, Hasmik		01.0 91500.0 85000 10000 2130 0000671
Khodabakhsh, Janet		
Kirakosyan, Inga		
La Torre, Nohelia		
Mkrtchyan, Lilit		
Pilandzhyan, Narine		
Robles, Nicolette		
Zakarian, Keristineh		
Abramian, Nicole	EEELP	07/01/17 through 06/30/18
Cortez, Walter		Child Development Activities
Flores, Virginia		12.0 61051.0 85000 10000 2160 0000671
Gharadaghi, Kristineh		Child Development Activities
Hovakemian, Melineh		12.0 61051.0 85000 10000 2130 0000671
Jaytyan, Hasmik		Self Supporting Combined
Kirakosyan, Inga		01.0 91500.0 85000 10000 2130 0000671
Margarian, Carolin		
Shahbazvand, Helen		

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
3. <u>Education Assistant II</u> Gabuchian, Narine	Clark	09/01/17 through 06/06/18 Not to exceed \$960.00 total Title I Alternative Support 01.0 30100.0 11100 10000 2130 0900865
Ohanian, Sosseh Sosa, Suzanna	Columbus	08/16/17 through 06/05/18 Not to exceed \$2,280.00 total 01.0 02000.0 11304 10000 2130 2300000
Borjal, Kathryn Sandoval, Sergio Sarreal, Omar Zendejas, Ana	Mann	11/01/17 through 06/06/18 Not to exceed 222 hours, or Not to exceed \$3,295.00 total Title I Alternate Support 01.0 30100.0 11100 10000 2130 3500865
4. <u>Library Assistant</u> Defaz, Petra	Jefferson	10/27/17 Not to exceed 7 hours total Professional Development Program 01.0 00000.0 11405 10000 2130 0008616
Sibulo, Maribel	Valley View	08/14/17 through 06/08/18 Not to exceed 6 hours total Supplemental 01.0 010000.0 11100 10000 2930 4100000

		<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>			
5.	<u>Multimedia Technology Assistant</u>		
	Murphy, Kevin	Valley View	08/14/17 through 06/08/18 Not to exceed 18 hours total Supplemental 01.0 01000.0 11100 10000 2930 4100000
	Padilla, Lupe	Lincoln	11/01/17 through 06/01/18 Not to exceed 75 hours, and Not to exceed \$1,392.00 total Supplemental 01.0 01000.0 11100 10000 2930 3300000

Change of Assignment

1. Change of Location

a.	<u>Account Clerk III</u>		
	Avanessian, Anahid	Planning & Development From Financial Services	11/14/17 21.1 98000.0 90000 85051 2410 0000630

2. Increase in Hours

a.	<u>Education Assistant I</u>		
	Corpuz, Danielle L.	Columbus ASES From 9.25/3	11/06/2017; 9.25/3.5 01.0 60100.0 11100 10000 2110 2300000
b.	<u>Typist Clerk II</u>		
	Bridges, Diana	Dunsmore From 10/7	12/01/17; 10/8 01.0 00000.0 00000 27004 2410 2400000

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Change of Assignment - Continued

3. Provisional Assignment

a. Nutrition Services Driver

Sardari, Hasmik	Nutrition Services From Cafeteria Worker I 1-8	11/27/17 through 11/30/17 12/01/17 through 12/21/17 8 hours a day 12-4 13.0 53100.0 00000 37000 2212 0100000
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b. Typist Clerk III

Barcena, Norma	College View From Typist Clerk II, 12-4	11/13/17 through 11/17/17 8 hours a day 16-3 01.0 65000.0 57501 27000 2410 5000000
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Effective Dates,
 Months/Hours, and
Salary Rating

Location

Revision to Previous Board Reports

1. Revision to Personnel Report #21, June 20, 2017

Page 24, Item 1

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

Noon Duty Aide

Mirzayan, Knarik	Lincoln	08/16/17 through 06/06/18
Pereira, Alma		\$10.75 per hour
Rendo, Melanie		Not to exceed \$2,835.00 total
Shepherd-Nelson, Deborah		Supplemental
Sinani, Karineh		01.0 01000.0 11100 10000 2930 3300000
Moradkhanian, Gayane		

Change amount to read:

Not to exceed \$4,838.00 total

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Election of Classified Hourly Substitutes through 06/30/18

Gonzales, Bobby Frank 07/01/17 through 06/30/18

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

1. Noon Duty Aides

Santamaria, Masmine	Franklin	11/01/17 through 06/06/18 \$10.75 per hour 01.0 00000.0 19021 10000 2930 2700000 13.0 53100.0 00000 37000 2235 0000662
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Sinany, Manoosh	Jefferson	08/16/17 through 06/06/18 \$10.75 per hour District Noon Duty 01.0 00000.0 19021 10000 2930 3000000
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2. Student Assistant I

Barrera, Marvin	SELPA	11/07/17 through 06/30/18
Bracamontes, Armando		\$10.50 per hour
Leynes, Nathalie		Not to exceed 100 hours total
Martinez, Felicity		01.0 65200.0 57700 11100 2180 0000668
Rodriguez, Daniela		
Romero-Silva, Destiny		
Romero-Silva, Julissa		
Wright, Paige		
Yedgarian, Daniel		

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Personal Services Agreement

- | | | |
|--------------------|--|---|
| 1. Courtin, Olivia | Consultant,
as needed
to provide
assistance in
the classroom
for the
French Dual
Language
Program
at Franklin
Magnet
School for
the 2017-2018
school year | 10/30/17 through 01/31/18
Not to exceed \$2,000.00 total
\$24.00 per hour
Not to exceed \$3,600.00 total
French Donation
01.0 94379.0 11100 10000 5811 0000611 |
| 2. Favela, Diana | Consultant,
as needed
to provide
assistance in
the classroom
for the
Spanish
Dual
Language
Program at
Franklin
Magnet
School for
the 2017-2018
school year | 11/01/17 through 02/13/18
\$15.00 per hour
Not to exceed \$4,200.00 total
General Fund Donation
01.0 95100.0 11100 10000 5811 2700000 |

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Personal Services Agreement - Continued

3. Sandoval, Robert	Consultant as needed to provide two hours of DJ services for the 2017-2018 candy sale fundraising "DJ Dance Party" on 11/16/17 from 11:00 a.m. to 1:00 p.m. at Edison Elementary School	11/16/17 Not to exceed \$225.00 total Edison Donation 01.0 95100.0 11100 10000 5811 250000
4. Sullivan, Kathryn	Counselor/ as needed to meet with students at Clark Magnet High School	09/01/17 through 06/06/18 \$60.00 per hour Not to exceed \$10,000.00 total Title I - Alternative Support 01.0 30100.0 11100 10000 5811 0900865

Location

Effective Dates,
Months/Hours, and
Salary Rating

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 4

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

The Superintendent recommends that “A” Form (Payroll Warrants) issued November 3, 2017 – November 21, 2017 as shown below totaling \$3,460,466.27, and “B” Form (Other than Payroll Warrants) issued October 1 - 31, 2017, totaling \$14,776,395.11 be approved. Funding for Form “A” Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, and 25.0 Capital Facilities Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
C5D-C	54180 - 5418093	Certificated	\$ 608,975.62
C5D-N	54180 - 5418102	Classified	11,615.04
305-C	54208 - 5420896	Certificated	1,690.06
306-C	54216 - 5421605	Certificated	2,395.88
E4H-N	54230 - 5423157	Classified	1,371,013.12
310-C	54288 - 5428803	Certificated	76.19
310-N	54288 - 5428805	Classified	(506.32)
C3D-N	54335 - 5433689	Classified	339,539.37
313-N	54404 - 5440404	Classified	2,044.19
317-C	54431 - 5443175	Certificated	203.25
317-N	54431 - 5443177	Classified	3,121.81
E4I-N	54450 - 5445190	Classified	1,117,992.91
319-C	54466 - 5446686	Certificated	877.59
319-N	54466 - 5446687	Classified	751.07
320-N	54509 - 5450906	Classified	39.72
321-N	54543 - 5454367	Classified	636.77
TOTAL			\$ <u>3,460,466.27</u>

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 OCTOBER 1 THRU OCTOBER 31, 2017

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
3932	OTHER DISTRICT PAID BENEFITS	2	\$ 2,830.07
4110	TEXTBOOKS	175	1,727,172.56
4210	BOOKS & OTHER REFERENCE MATERIAL	28	10,353.55
4310	INST. MATERIALS & SUPPLIES	792	274,153.63
4312	INST. PERIODICALS & MAGAZINES	10	4,684.54
4350	OFFICE & OTHER SUPPLIES	294	38,559.67
4351	PRINTING & REPRODUCTION	18	35,950.52
4353	EDIBLE SUPPLIES	166	17,787.05
4360	TIRES, FUEL AND OIL	5	14,912.27
4370	CUSTODIAL/OPERATION SUPPLIES	87	16,436.02
4371	GROUND SUPPLIES	5	4,300.88
4372	POOL SUPPLIES	1	4,537.20
4380	MAINTENANCE SUPPLIES	11	2,537.11
4381	REPAIR SUPPLY & MATERIALS	101	116,450.18
4420	NON-CAP EQUIP -UNTAGGED	214	88,913.11
4430	NON-CAP EQUIP - TAGGED	43	132,917.77
5100	SUBAGREEMENT FOR SERVICES	3	15,929.64
5210	MILEAGE & CAR ALLOWANCES	60	5,267.63
5220	TRAVEL AND CONFERENCES	179	55,274.80
5230	RECRUITMENT EXPENSES	3	950.00
5310	DUES AND MEMEBERSHIPS	8	3,965.00
5450	OTHER INSURANCE	1	147.00
5510	NATURAL GAS SERVICES	9	13,441.13
5520	ELECTRICITY SERVICES	40	430,147.02
5530	WATER	47	79,843.63
5561	TRASH DISPOSAL	3	27,769.19
5562	SEWER CHARGES	46	31,046.29
5610	RENTALS, LEASES AND REPAIRS	48	12,763.09
5630	REPAIRS	102	84,603.97
5811	PERSONAL SERVICES	57	100,391.48
5812	NON-PSA SERVICE AGREEMENT	32	365,313.92
5815	OPERATING SERVICES	125	734,088.70
5816	NON-PUBLIC SCHOOL SERVICES	21	22,701.63
5821	LEGAL FEES	16	313,268.68
5823	SPEC ED LEGAL SETTLEMENTS	4	6,512.68
5828	SPED PARENT ATTORNEY FEES	3	24,900.00
5830	ADVERTISEMENT	2	206.74
5833	ACCREDITATION	1	400.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	6	67,473.59
5853	CONTRACTUAL SERVICES	2	8,069.80
5862	PHYSICALS FOR EMPLOYEES	12	2,944.51
5911	POSTAGE/UPS/FEDEX	12	40,701.75
5912	TELEPHONE	8	17,137.76

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 OCTOBER 1 THRU OCTOBER 31, 2017

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5914	DATA LINE	2	20,026.27
5916	OTHER PHONES	5	7,621.93
6250	BUILDING CONSTRUCTION/IMPROV	5	3,224.75
6490	CAPITALIZED EQUIPMENT	26	179,874.09
8290	ALL OTHER FEDERAL REVENUES	1	726.00
8689	ALL OTHER FEES AND CONTRACTS	1	95.00
9530	FRINGE BENEFITS SUBS - H&W	4	2,751,874.66
		-----	-----
		2,846	7,921,198.46
	12.0 CHILD DEVELOPMENT FUND		
4310	INST. MATERIALS & SUPPLIES	9	403.55
4350	OFFICE & OTHER SUPPLIES	10	959.85
4353	EDIBLE SUPPLIES	22	3,073.92
4370	CUSTODIAL/OPERATION SUPPLIES	8	856.61
4420	NON-CAP EQUIP -UNTAGGED	3	110.79
5210	MILEAGE & CAR ALLOWANCES	2	188.39
5220	TRAVEL AND CONFERENCES	11	1,038.26
5916	OTHER PHONES	1	27.71
6250	BUILDING CONSTRUCTION/IMPROV	2	402.82
8673	CHILD DEVELOPMENT PARENT FEES	37	5,339.00
		-----	-----
		105	12,400.90
	13.0 CAFETERIA FUND		
4350	OFFICE & OTHER SUPPLIES	7	1,649.95
4351	PRINTING & REPRODUCTION	2	1,834.73
4380	MAINTENANCE SUPPLIES	7	684.59
4381	REPAIR SUPPLY & MATERIALS	5	868.50
4395	NON-FOOD SUPPLIES	18	36,659.52
4420	NON-CAP EQUIP -UNTAGGED	3	1,370.63
4710	FOOD	105	356,802.19
5220	TRAVEL AND CONFERENCES	10	2,104.59
5310	DUES AND MEMEBERSHIPS	3	45.00
5610	RENTALS, LEASES AND REPAIRS	2	5,472.84
5815	OPERATING SERVICES	14	45,950.27
5817	MONEY PICK-UPS	1	1,966.50
5916	OTHER PHONES	1	152.60
8634	FOOD SERVICE SALES	4	449.90
		-----	-----
		182	456,011.81

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 OCTOBER 1 THRU OCTOBER 31, 2017

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
21.1 MEASURE S PROJECTS FUND			
4350	OFFICE & OTHER SUPPLIES	6	460.99
4370	CUSTODIAL/OPERATION SUPPLIES	1	413.22
4420	NON-CAP EQUIP -UNTAGGED	8	3,397.08
4430	NON-CAP EQUIP - TAGGED	4	72,676.20
5210	MILEAGE & CAR ALLOWANCES	1	228.74
5590	OPERATIONS & OTH HOUSEKEEPING	1	60.89
5610	RENTALS, LEASES AND REPAIRS	2	530.60
5821	LEGAL FEES	1	4,749.45
5911	POSTAGE/UPS/FEDEX	3	278.14
6210	ARCHITECT FEES ON BUILDINGS	9	50,921.10
6224	FEES-HEALTH DEPARTMENT	1	1,557.00
6227	FEES-FIRE DEPT.	3	2,778.00
6228	FEES-OTHER AGENCIES	1	271.68
6231	DSA PLAN CHECK FEES	3	3,911.87
6250	BUILDING CONSTRUCTION/IMPROV	19	3,416,533.92
6251	CONSTRUCTION MANAGEMENT	4	103,230.00
6252	OTHER CONSTRUCTION	21	52,267.05
6256	PORTABLE CLASSROOMS-INSTALL	2	23,901.73
6258	CONSULTANT COSTS	1	2,810.00
6261	UTILITY SET-UP FEES-GAS	1	7,176.22
6262	UTILITY SET-UP FEES-ELECTRICAL	1	36,592.00
6275	CONST TSTNG ON BLDNGS & IMPROV	5	27,923.55
6280	BUILDING INSPECTIONS	13	136,440.60
6282	MOVING-STORAGE	4	2,350.25
6283	OTHER COST-FURNITURE & FIXTURE	7	796,907.62
6293	PRINTING & DISTRIBUTION	3	1,226.87
6455	DATA/CABLING	2	1,645.00
		----- 127	----- 4,751,239.77
21.2 CLEAN RENEWABLE ENERGY BONDS			
6252	OTHER CONSTRUCTION	1	527.36
6275	CONST TSTNG ON BLDNGS & IMPROV	1	19,223.50
		----- 2	----- 19,750.86
40.1 SPEC RESERVE - CAPITAL PROJECTS			
5220	TRAVEL AND CONFERENCES	1	20.64
5520	ELECTRICITY SERVICES	3	1,267.91
5530	WATER	1	872.30
5562	SEWER CHARGES	3	347.61

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 OCTOBER 1 THRU OCTOBER 31, 2017

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5610	RENTALS, LEASES AND REPAIRS	3	5,903.32
5630	REPAIRS	2	218.50
5815	OPERATING SERVICES	18	7,248.99
6210	ARCHITECT FEES ON BUILDINGS	4	48,682.21
6227	FEES-FIRE DEPT.	1	300.00
6231	DSA PLAN CHECK FEES	2	250.00
6252	OTHER CONSTRUCTION	2	34,824.50
		-----	-----
		40	99,935.98
	67.0 SELF-INSURANCE FUND		
5872	DELTA ADMINISTRATIVE FEES	10	9,961.18
5873	VSP CLAIMS	6	24,802.21
5874	VSP ADMINISTRATIVE FEES	7	4,143.05
5875	DELTA PAYMENTS	1	144,798.30
5877	MEDIMPACT CLAIMS	1	370.25
5878	MEDIMPACT PAYMENTS	1	238,718.08
		-----	-----
		26	422,793.07
	67.1 WORKERS' COMPENSATION FUND		
5815	OPERATING SERVICES	1	12,500.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	11,814.92
9561	IBNR LIABILITY	1	159,385.62
		-----	-----
		3	183,700.54
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	17	562,244.72
9518	TAX SHELTER ANNUITY	1	345,313.00
9588	ROTH IRA-LACOE USED ONLY	1	1,806.00
		-----	-----
		19	909,363.72
	TOTALS	3,350	\$ 14,776,395.11
		-----	-----

GLENDALE UNIFIED SCHOOL DISTRICT

NOVEMBER 28, 2017

CONSENT CALENDAR NO. 5

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Gioconda Padilla, Director, Procurement & Contract Services

SUBJECT: PURCHASE ORDER LISTING

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$1,012,126.05 for the period of October 23, 2017 through November 10, 2017 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM OCTOBER 23, 2017 THROUGH NOVEMBER 10, 2017.

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	233	500,616.97
FEDERAL RESTRICTED RESOURCES	31	68,836.33
STATE RESTRICTED RESOURCES	53	173,906.29
LOCAL RESTRICTED RESOURCES	115	146,129.63
CHILD DEVELOPMENT FUND	11	3,903.40
FOOD SERVICES FUND	25	46,968.33
MEASURE S PROJECTS FUND	13	64,969.51
CAPITAL PROJECTS & IMPROVEMENT FUND	17	6,795.59
	<hr/>	<hr/>
	498	\$ 1,012,126.05

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
0001010050	CHARTHOUSE INTERNATIONAL LEARNING CORP	839.63
0001010053	OFFICE DEPOT PRINTING SERVICES - EDUCATIONAL SERVICES	1,174.81
0001010054	CITY OF GLENDALE	541.90
0001010055	AMAZON CAPITAL SERVICES, INC.	194.57
0001013377	CDW GOVERNMENT	363.87
0001013378	CDW GOVERNMENT	205.93
0001013379	ENCORP SERVICE CONTRACT FOR HAZARDOUS MATERIAL INSPECTION - FACILITY & SUPPORT OPERATIONS	5,800.00
0001013381	LA COUNTY OFFICE OF EDUCATION	275.00
0001013385	OFFICE DEPOT	514.44
0001013386	DAY WIRELESS SYSTEMS (20)	325.36
0001013387	ULINE SHIPPING SUPPLY	424.32
0001013388	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA LACOE - CONFERENCE EXPENSES - ROSEMONT MIDDLE SCHOOL	45.00
0001013390	CALIFORNIA CONTINUATION EDUCATION ASSOCIATION	400.00
0001013395	MASSIN, KEVIN CONSULTANT TO PROVIDE ADDITIONAL TUTORIAL SUPPORT - ROOSEVELT MIDDLE SCHOOL, BOARD APPROVED 10/17/2017	1,500.00
0001013397	ABRIL BOOKSTORE & PUBLISHING	41.82
0001013398	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - GLENDOAKS ELEMENTARY SCHOOL	4,500.00
0001013400	BARNES, ERIN CONSULTANT TO PROVIDE RECORDER CLASSES TO THIRD GRADERS - BALBOA ELEMENTARY SCHOOL, BOARD APPROVED 10/17/2017	6,500.00
0001013402	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA THE DUKE HOTEL NEWPORT BEACH - CONFERENCE EXPENSES - PROCUREMENT & CONTRACT SERVICES	594.17
0001013403	WARD'S NATURAL SCIENCE	101.99
0001013404	SCHOOL HEALTH CORP.	185.53
0001013405	WILLIAM V. MACGILL & CO.	74.53
0001013410	APPLE COMPUTER	173.01
0001013411	GALE SUPPLY COMPANY	205.84
0001013413	FLINN SCIENTIFIC INC INSTRUCTIONAL SUPPLIES - GLENDALE HIGH SCHOOL	1,912.70
0001013415	AMAZON CAPITAL SERVICES, INC.	360.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013419	HOUGHTON MIFFLIN HARCOURT BLANKET PURCHASE ORDER FOR BOOKS - EDUCATIONAL SERVICES	2,035.00
0001013420	HOUGHTON MIFFLIN HARCOURT	677.59
0001013421	MCGRAW-HILL EDUCATION BOOKS - EDUCATIONAL SERVICES	1,827.77
0001013422	OFFICE DEPOT	270.95
0001013429	LAKESHORE	777.07
0001013433	GRAINGER	150.61
0001013434	OFFICE DEPOT	700.00
0001013435	AMAZON CAPITAL SERVICES, INC.	61.00
0001013436	SCHOOL SPECIALTY	487.88
0001013438	SOURCE GRAPHICS	923.09
0001013439	OFFICE DEPOT	146.72
0001013440	O.H. LYNN PRINTING	37.23
0001013446	LACOE	75.00
0001013447	OFFICE DEPOT BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - RD WHITE ELEMENTARY SCHOOL	4,000.00
0001013449	LACOE	60.00
0001013450	AMAZON CAPITAL SERVICES, INC.	454.37
0001013452	DAY WIRELESS SYSTEMS (20)	535.60
0001013454	AMAZON CAPITAL SERVICES, INC.	237.60
0001013455	O.H. LYNN PRINTING	74.46
0001013456	MSI MOVER SERVICES, INC.	700.00
0001013458	THE THOMAS METZLER VIOLIN SHOP	418.34
0001013459	ATKINSON, ANDELSON, LOYA, RUUD PROFESSIONAL SERVICES - EDUCATIONAL SERVICES	1,590.00
0001013460	SHARP BUSINESS SYSTEMS	492.75
0001013461	O.H. LYNN PRINTING	74.46
0001013462	READY REFRESH BY NESTLE (ARROWHEAD)	107.82
0001013463	SHARP BUSINESS SYSTEMS FIVE-YEAR LEASE AGREEMENT FOR COPY MACHINE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	7,421.54
0001013467	BIG CAT PROMOTIONS	230.83
0001013468	APPLE COMPUTER COMPUTER EQUIPMENT - ROSEMONT MIDDLE SCHOOL	1,425.68
0001013469	GOPHER PHYSICAL EDUCATION EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	1,932.13

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013470	AMAZON CAPITAL SERVICES, INC.	60.18
0001013472	O.H. LYNN PRINTING	37.23
0001013474	SCHOOL SPECIALTY BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - DUNSMORE ELEMENTARY SCHOOL	3,000.00
0001013477	IBOOKPARK INC	703.57
0001013478	AMAZON CAPITAL SERVICES, INC.	197.86
0001013479	OFFICE DEPOT BLANKIET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - JEFFERSON ELEMENTARY SCHOOL	5,000.00
0001013480	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	5,000.00
0001013481	OFFICE DEPOT INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	3,000.00
0001013483	HUNTINGTON PARK RUBBER STAMP	68.63
0001013487	IMAGECUBE	944.04
0001013492	CDW GOVERNMENT	983.31
0001013495	MAINTEX	690.29
0001013496	ULINE SHIPPING SUPPLY	325.29
0001013497	4WALL ENTERTAINMENT	263.42
0001013499	OFFICE DEPOT	306.02
0001013501	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA COMMITTEE FOR CHILDREN - INSTRUCTIONAL SUPPLIES - EDUCATIONAL SERVICES	6,729.87
0001013505	AJAX SIGN GRAPHICS INC	52.71
0001013507	SCHOOL SPECIALTY	76.60
0001013508	OFFICE DEPOT	14.31
0001013517	AMERICAN EXPRESS CPS PRINTERSUPPLIES.COM - REPLACEMENT PART - EDUCATIONAL SERVICES	53.99
0001013520	SCHOOL SPECIALTY	98.53
0001013525	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TAYLOR SECURITY - OFFICE SUPPLIES - MARSHALL ELEMENTARY SCHOOL	17.30
0001013527	CHAMPION CHEMICAL COMPANY	269.63
0001013528	GALE SUPPLY COMPANY	231.70
0001013530	US GAMES	87.05
0001013531	CLEAN SWEEP SUPPLY CO INC CLEANING SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	1,247.64
0001013532	OFFICE DEPOT	201.47
0001013533	CLEAN SWEEP SUPPLY CO INC	194.10

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013534	MAINTEX	223.60
0001013535	PORTOS BAKERY	300.00
0001013536	FRANKLINCOVEY CONSULTING SERVICES - EDUCATIONAL SERVICES	5,400.00
0001013539	LEADERSHIP ASSOCIATES MEMBERSHIP - EDUCATIONAL SERVICES	2,500.00
0001013543	O.H. LYNN PRINTING	74.46
0001013549	COPY CENTRAL	974.51
0001013553	CRESCENTA VALLEY PUBLISHING LLC	500.00
0001013570	CULVER-NEWLIN, INC	492.75
0001013571	TECHSMITH CORP	169.00
0001013572	AMAZON CAPITAL SERVICES, INC.	610.83
0001013574	AMAZON CAPITAL SERVICES, INC.	47.07
0001013578	HOME DEPOT CREDIT SERVICES	78.64
0001013583	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA WALMART - OFFICE EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	254.62
0001013585	SCHOOL SPECIALTY	263.84
0001013586	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SKILLS PATH - CONFERENCE EXPENSES - PROCUREMENT & CONTRACT SERVICES	233.37
0001013587	AMERICAN EXPRESS CPS FAIRMONT HOTEL SAN JOSE - CONFERENCE EXPENSES - CRESCENTA VALLEY HIGH SCHOOL	928.26
0001013588	ARBOR SCIENTIFIC	42.39
0001013589	CLEAN SWEEP SUPPLY CO INC	111.09
0001013590	COMPLETE BUSINESS SYSTEMS DUPLICATING SUPPLIES - JEFFERSON ELEMENTARY SCHOOL	1,633.01
0001013592	MAINTEX	599.89
0001013597	OFFICE DEPOT	52.55
0001013598	AMAZON CAPITAL SERVICES, INC.	10.91
0001013599	AMAZON CAPITAL SERVICES, INC.	83.10
0001013601	OFFICE DEPOT	942.55
0001013602	AMAZON CAPITAL SERVICES, INC.	214.92
0001013605	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA HOME DEPOT - FLOORING SUPPLIES - DAILY HIGH SCHOOL	117.89
0001013606	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA COSTCO - SPORTING GOODS - DAILY HIGH SCHOOL	547.49
0001013607	OFFICE DEPOT	126.54

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013608	AMAZON CAPITAL SERVICES, INC.	173.49
0001013611	AMERICAN EXPRESS CPS SOUTHWEST - CONFERENCE EXPENSES - CRESCENTA VALLEY HIGH SCHOOL	499.35
0001013614	SHARP BUSINESS SYSTEMS	38.01
0001013615	COOPERATIVE STRATEGIES, LLC PROFESSIONAL SERVICES - BUSINESS SERVICES	1,050.00
0001013616	PORTOS BAKERY	497.46
0001013617	FIRST STUDENT TRANSPORTATION SERVICES - CRESCENTA VALLEY HIGH SCHOOL	1,472.85
0001013618	HOME DEPOT CREDIT SERVICES	300.00
0001013619	O.H. LYNN PRINTING DUPLICATING MATERIALS - EDISON ELEMENTARY SCHOOL	1,140.07
0001013620	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	5,000.00
0001013622	OFFICE DEPOT	300.00
0001013625	SUBWAY FOOD PRODUCTS - SECONDARY SERVICES	1,890.00
0001013627	AMAZON CAPITAL SERVICES, INC.	30.64
0001013630	CULVER-NEWLIN, INC	328.50
0001013631	AMERICAN EXPRESS CPS CORNER BAKERY - EDIBLE SUPPLIES FOR CLASSIFIED PROFESSIONAL DAY - HUMAN RESOURCES	3,207.20
0001013632	AMAZON CAPITAL SERVICES, INC.	66.76
0001013634	OFFICE DEPOT	139.48
0001013635	JOSTEN'S, INC.	684.38
0001013636	HOME DEPOT CREDIT SERVICES	19.68
0001013637	PHIL AND SONS TREE SERVICE TREE TRIMMING SERVICES - FACILITY & SUPPORT OPERATIONS	5,000.00
0001013638	LACOE	90.00
0001013640	C-CAP MEMBERSHIPS - SECONDARY SERVICES	7,000.00
0001013641	PHIL AND SONS TREE SERVICE	995.00
0001013650	PLS DIRECT	559.55
0001013654	ALL AMERICAN SPORTS CORP. RECONDITIONING OF FOOTBALL HELMETS - CRESCENTA VALLEY HIGH SCHOOL	11,955.74

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013660	HOME DEPOT CREDIT SERVICES LANDSCAPING SUPPLIES AND TOOLS - FACILITY & SUPPORT OPERATIONS	3,106.46
0001013664	SOUTHLAND DISPOSAL WASTE DISPOSAL SERVICES - FACILITY & SUPPORT OPERATIONS	1,415.52
0001013679	WAXIE SANITARY SUPPLY	324.22
0001013688	PITNEY BOWES INC. MAILING SERVICES - FACILITY & SUPPORT OPERATIONS	1,686.69
0001013692	CHAMPION CHEMICAL COMPANY	168.52
0001013693	GALE SUPPLY COMPANY	58.86
0001013696	APPLE COMPUTER	868.32
0001013700	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - EDUCATIONAL SERVICES	1,138.80
0001013701	CDW GOVERNMENT	983.31
0001013702	GOLDEN STAR TECHNOLOGY INC. COMPUTER EQUIPMENT - SECONDARY SERVICES	56,997.18
0001013703	MERIDIAN IT INC	93.00
0001013704	AMAZON CAPITAL SERVICES, INC.	452.26
0001013705	MAINTEX CUSTODIAL SUPPLIES - GUSD WAREHOUSE STOCK	14,292.12
0001013710	AMERICAN EXPRESS CPS OUTLOOK NEWSPAPERS - ADVERTISEMENT - STUDENT SUPPORT SERVICES	700.00
0001013711	AMS.NET EQUIPMENT MAINTENANCE AGREEMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	79,485.70
0001013712	AMS.NET SUBSCRIPTION OF ANTI-VIRUS SOFTWARE - DISTRICTWIDE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	43,215.72
0001013713	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA EMERGENCY SUPPLIES - EDISON ELEMENTARY SCHOOL	855.00
0001013714	AARDVARK	380.10
0001013715	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SOLUTION TREE - BOOKS - ROOSEVELT MIDDLE SCHOOL	39.37
0001013716	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA GRAINGER - EMERGENCY SUPPLIES - EDISON ELEMENTARY SCHOOL	46.60

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013717	SCHOOL SPECIALTY	49.26
0001013718	OFFICE DEPOT	104.39
0001013719	SAFETY BASICS & SUPPLY INC	103.55
0001013720	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA IIRP - BOOKS - EDUCATIONAL SERVICES	1,234.69
0001013721	TREETOP PUBLISHING	90.76
0001013723	OFFICE DEPOT	51.02
0001013724	SOUTHWEST SCHOOL & OFFICE	93.71
0001013725	PRO-ED	267.68
0001013727	ULINE SHIPPING SUPPLY OFFICE EQUIPMENT - CERRITOS ELEMENTARY SCHOOL	1,491.39
0001013728	OFFICE DEPOT	492.74
0001013730	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	1,052.85
0001013731	BUCKEYE CLEANING CENTERS CUSTODIAL SUPPLIES - HOOVER HIGH SCHOOL	1,167.82
0001013732	GALE SUPPLY COMPANY	188.34
0001013733	OFFICE DEPOT	131.08
0001013734	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	1,039.73
0001013735	COMPLETE BUSINESS SYSTEMS DUPLICATING SUPPLIES - HOOVER HIGH SCHOOL	1,143.29
0001013736	AMAZON CAPITAL SERVICES, INC.	132.46
0001013737	AMAZON CAPITAL SERVICES, INC.	58.02
0001013738	AMAZON CAPITAL SERVICES, INC.	147.11
0001013739	AMAZON CAPITAL SERVICES, INC.	181.89
0001013741	AMAZON CAPITAL SERVICES, INC.	709.49
0001013745	SCHOOL SPECIALTY	246.94
0001013746	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SMART SIGN - PARKING SIGNAGE - VERDUGO WOODLANDS ELEMENTARY SCHOOL	65.55
0001013748	OFFICE DEPOT INSTRUCTIONAL SUPPLIES - SECONDARY SERVICES	1,740.76
0001013750	COURTCLEAN	333.78
0001013751	COMPLETE BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - JEFFERSON ELEMENTARY SCHOOL	1,900.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013752	SHARP BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - VERDUGO WOODLANDS ELEMENTARY SCHOOL	1,431.24
0001013764	KUDER, INC.	919.95
0001013766	ASSETWORKS, INC SOFTWARE ANNUAL RENEWAL - FINANCIAL SERVICES	1,500.00
0001013767	FIREFLY DIGITAL, INC. ONLINE APPLICATION AND LOTTERY SERVICES FOR MAGNET SCHOOLS - STUDENT SUPPORT SERVICES	3,400.00
0001013772	SCHOLASTIC INC SUBSCRIPTIONS - LINCOLN ELEMENTARY SCHOOL	2,964.40
0001013777	THRIFTY APPLIANCE REPAIR	115.64
0001013781	MONTROSE CHRISTMAS PARADE ASSOCIATION	25.00
0001013782	AMAZON CAPITAL SERVICES, INC.	196.99
0001013783	HUNTINGTON PARK RUBBER STAMP	26.38
0001013784	N P E INC	236.00
0001013786	ATKINSON, ANDELSON, LOYA, RUUD LEGAL SERVICES - HUMAN RESOURCES	75,000.00
0001013787	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - VALLEY VIEW ELEMENTARY SCHOOL	2,206.00
0001013788	PERFORMING ARTS CENTER OF SERVICE CONTRACT TO PROVIDE PROFESSIONAL DEVELOPMENT SESSIONS TO TEACHERS AND STAFF - EDUCATIONAL SERVICES	1,386.00
0001013789	AMAZON CAPITAL SERVICES, INC.	26.07
0001013790	AMAZON CAPITAL SERVICES, INC.	69.88
0001013792	PRAYER BREAKFAST	120.00
0001013793	AMAZON CAPITAL SERVICES, INC.	196.21
0001013798	OFFICE DEPOT	159.45
0001013799	AMAZON CAPITAL SERVICES, INC.	121.91
0001013801	S.O.S. SURVIVAL PRODUCTS EMERGENCY SUPPLIES - TOLL MIDDLE SCHOOL	5,925.40
0001013802	OFFICE DEPOT	84.84
0001013804	OFFICE DEPOT	712.83
0001013805	FOLLETT SCHOOL SOLUTIONS, INC. BOOKS - TOLL MIDDLE SCHOOL	1,499.60
0001013806	B & H PHOTO VIDEO AUDIOVISUAL EQUIPMENT - SECONDARY SERVICES	4,541.78

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013809	OFFICE DEPOT	985.17
0001013810	AMAZON CAPITAL SERVICES, INC.	263.28
0001013812	ASSOCIATION OF CALIFORNIA SCHOOL ADMIN	835.20
0001013813	ARC IMAGING RESOURCES DUPLICATING SUPPLIES - ROOSEVELT MIDDLE SCHOOL	1,426.05
0001013814	CETPA	750.00
0001013815	4WALL ENTERTAINMENT	473.16
0001013817	GRAINGER	213.18
0001013818	SCHOOL SAVERS	494.18
0001013819	SCHOOL SPECIALTY	183.92
0001013821	GALE SUPPLY COMPANY CUSTODIAL SUPPLIES - GUSD WAREHOUSE STOCK	6,610.30
0001013822	LOS ANGELES COUNTY TAX COLLECTOR	636.72
0001013823	LOS ANGELES COUNTY TAX COLLECTOR	342.25
0001013824	LOS ANGELES COUNTY TAX COLLECTOR	312.87
0001013825	LOS ANGELES COUNTY TAX COLLECTOR	286.17
0001013826	LOS ANGELES COUNTY TAX COLLECTOR	210.22
0001013827	LOS ANGELES COUNTY TAX COLLECTOR	290.73
0001013828	LOS ANGELES COUNTY TAX COLLECTOR	270.39
0001013829	LOS ANGELES COUNTY TAX COLLECTOR	283.44
0001013830	LOS ANGELES COUNTY TAX COLLECTOR	311.83
0001013832	O.H. LYNN PRINTING PRINTING SERVICES - WAREHOUSE STOCK	9,362.25
0001013834	AMAZON CAPITAL SERVICES, INC.	61.28
0001013837	U. S. POSTAL SERVICE	160.00
0001013839	AMERICAN EXPRESS CPS LOWE'S - GARDENING EQUIPMENT - FACILITY & SUPPORT OPERATIONS	381.07
0001013842	BUCHANAN GLASS ANTI GRAFFITI SERVICES - FACILITY & SUPPORT OPERATIONS	1,321.30
0001013846	AMERICAN EXPRESS CPS STAR CAFÉ - EDIBLE SUPPLIES FOR WASC MEETING - CRESCENTA VALLEY HIGH SCHOOL	305.20
0001013851	STARFALL EDUCATION FOUNDATION	270.00
0001013852	AMERICAN EXPRESS CPS SEASONING ALLEY - EDIBLE SUPPLIES FOR WASC MEETING - CRESCENTA VALLEY HIGH SCHOOL	416.10
0001013854	AMERICAN EXPRESS CPS SOUTHWEST AIRLINES - CONFERENCE EXPENSES - SECONDARY SERVICES	172.96

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
001001202	RICOH USA, INC BLANKET PURCHASE ORDER FOR SCANNING SERVICES - BUSINESS SERVICES	4,590.04
	TOTAL	500,616.97
0001013383	FEDERAL RESTRICTED RESOURCES AMERICAN EXPRESS CPS COURTYARD MARRIOTT SAN DIEGO - CONFERENCE EXPENSES - GLENDAL High School	806.92
0001013399	KAREN JUNKER CONSULTANT TO PROVIDE TRAINING AND PRESENTATION TO PBIS TEAM & FACULTY - ROOSEVELT MIDDLE SCHOOL, BOARD APPROVED 10/17/2017	1,800.00
0001013408	THE PRINCETON REVIEW SERVICES AGREEMENT TO PROVIDE ONLINE TUTORING SERVICES - GLENDAL High School	23,000.00
0001013416	AMAZON CAPITAL SERVICES, INC.	42.92
0001013448	BUREAU OF EDUCATION & RESEARCH	249.00
0001013453	OFFICE DEPOT PRINTING EQUIPMENT - JEFFERSON ELEMENTARY SCHOOL	5,434.81
0001013464	CAMCOR, INC. CLASSROOM EQUIPMENT - COLUMBUS ELEMENTARY SCHOOL	1,175.90
0001013482	BOUND TO STAY BOUND BOOKS, INC. BLANKET PURCHASE ORDER FOR LIBRARY BOOKS - KEPPEL ELEMENTARY SCHOOL	1,500.00
0001013490	CDW GOVERNMENT CLASSROOM EQUIPMENT - RD WHITE ELEMENTARY SCHOOL	1,184.02
0001013506	SOLUTION TREE	982.65
0001013521	NCS PEARSON	190.32
0001013523	LAKESHORE	83.20
0001013575	CAROLINA BIOLOGICAL SUPPLY CO.	966.75
0001013600	AMAZON CAPITAL SERVICES, INC.	264.74
0001013603	AMERICAN EXPRESS CPS EMBASSY SUITES MILPITAS - CONFERENCE EXPENSES - SPECIAL EDUCATION	1,141.68
0001013604	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - INSTRUCTIONAL SUPPLIES - HOOVER High School	519.58

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013610	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA AMAZON - INSTRUCTIONAL SUPPLIES - CATEGORICAL PROGRAMS	478.17
0001013612	AMERICAN EXPRESS CPS SOUTHWEST - CONFERENCE EXPENSES - DAILY HIGH SCHOOL	264.46
0001013643	LA COUNTY OFFICE OF EDUCATION	550.00
0001013648	OFFICE DEPOT	260.70
0001013658	SHARP BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - GLENDALE HIGH SCHOOL	1,555.72
0001013687	SHARP BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - MANN ELEMENTARY SCHOOL	18,596.79
0001013749	OFFICE DEPOT	94.17
0001013774	OFFICE DEPOT BLANKET PURCHASE ORDER FOR DUPLICATING SUPPLIES - JEFFERSON ELEMENTARY SCHOOL	1,000.00
0001013795	PESI	399.98
0001013796	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA LEARNING WITHOUT TEARS - CONFERENCE EXPENSES - STUDENT SUPPORT SERVICES	1,000.00
0001013816	COMPLETE BUSINESS SYSTEMS DUPLICATING SUPPLIES - CLARK MAGNET HIGH SCHOOL	1,291.72
0001013845	SCKC, INC.	714.00
0001013848	CALIFORNIA LEAGUE OF SCHOOLS	549.00
0001013850	CABE 2018 REGISTRATION CONFERENCE EXPENSES - CLARK MAGNET HIGH SCHOOL	1,980.00
1012661	SHARPAT KITS INC	759.13
	TOTAL	68,836.33
	STATE RESTRICTED RESOURCES	
0001013376	B & H PHOTO VIDEO CLASSROOM EQUIPMENT - SECONDARY SERVICES	8,535.11
0001013384	USABO/CEE	95.00
0001013392	PRINTING ZONE PRINTING SERVICES - EEELP	1,197.14
0001013394	TRANSCRIBING MARINERS BOOKS - FOOTHILL SELPA	1,384.63

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013401	LA COUNTY SCIENCE FAIR	140.00
0001013407	CLEAN SWEEP SUPPLY CO INC	647.04
0001013412	AMAZON CAPITAL SERVICES, INC.	24.73
0001013414	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA AMAZON.COM - SOFTWARE - SECONDARY SERVICES	99.00
0001013484	LA CANADA UNIFIED SCHOOL DISTRICT	365.33
0001013485	TRANSCRIBING MARINERS	865.60
0001013486	FEDERAL EXPRESS CORP.	70.90
0001013488	ATKINSON, ANDELSON, LOYA, RUUD LEGAL SERVICES - SPECIAL EDUCATION	13,166.03
0001013494	AMAZON CAPITAL SERVICES, INC.	138.87
0001013500	THE LISTENING ACADEMY, INC.	195.00
0001013502	BUILD WITH PIPER INSTRUCTIONAL EQUIPMENT FOR VARIOUS SCHOOL SITES - EEELP	34,164.00
0001013510	S & S WORLDWIDE	149.43
0001013511	S & S WORLDWIDE	321.68
0001013524	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TOYS R US - INSTRUCTIONAL SUPPLIES - EEELP	174.98
0001013538	PALAFox PSYCHOLOGICAL CORP SERVICES AGREEMENT TO PROVIDE INDEPENDENT TRANSITION ASSESSMENT - SPECIAL EDUCATION	14,900.00
0001013552	CPI CONFERENCE EXPENSES - FOOTHILL SELPA	4,448.00
0001013573	AMAZON CAPITAL SERVICES, INC.	62.54
0001013581	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BUZZERSYSTEMS.COM - INSTRUCTIONAL MATERIALS - CRESCENTA VALLEY HIGH SCHOOL	350.40
0001013593	ULINE SHIPPING SUPPLY	162.28
0001013594	CHAMPION CHEMICAL COMPANY	134.82
0001013595	BUCKEYE CLEANING CENTERS	373.70
0001013609	SHARP BUSINESS SYSTEMS	884.18
0001013613	AMERICAN EXPRESS CPS CLUB21 - CONFERENCE EXPENSES - SPECIAL EDUCATION	200.00
0001013621	PACIFIC PARK	182.00
0001013623	SHARP BUSINESS SYSTEMS DUPLICATING EQUIPMENT MAINTENANCE AGREEMENT - GLENDAL HIGH SCHOOL	1,243.58

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013624	BARRISTAR STUDENT SERVICES INSTRUCTIONAL SUPPLIES - GLENDALE HIGH SCHOOL	1,750.00
0001013629	AMERICAN EXPRESS CPS UNIVERSAL STUDIOS HOLLYWOOD - TWO DAYS FIELD TRIP - SECONDARY SERVICES	16,059.00
0001013639	CALCP/CAROCF CONFERENCE CONFERENCE EXPENSES - EEELP	4,305.00
0001013655	HATCH & CESARIO ATTORNEYS-AT-LAW PROFESSIONAL SERVICES - SPECIAL EDUCATION	5,714.00
0001013656	ABOOLIAN, SARINEH PARENT REIMBURSEMENT - SPECIAL EDUCATION	1,545.00
0001013657	BIJJANI, LUCY PARENT REIMBURSEMENT - SPECIAL EDUCATION	13,000.00
0001013690	B & H PHOTO VIDEO INSTRUCTIONAL SUPPLIES - SECONDARY SERVICES	4,668.98
0001013691	B & H PHOTO VIDEO	472.70
0001013698	AMERICAN EXPRESS CPS SOUTHWEST AIRLINES - CONFERENCE EXPENSES - SECONDARY SERVICES	1,596.30
0001013699	AMERICAN EXPRESS CPS DELTA AIRLINES & DOUBLE TREE SACRAMENTO - CONFERENCE EXPENSES - SECONDARY SERVICES	591.69
0001013765	MITCHELL I AUTOMOTIVE REPAIR SOFTWARE - SECONDARY SERVICES	1,099.00
0001013771	O.H. LYNN PRINTING	269.37
0001013803	LAKESHORE	121.78
0001013807	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - SECONDARY SERVICES	3,291.23
0001013808	HAAS FACTORY OUTLET INSTRUCTIONAL MATERIALS- SECONDARY SERVICES	7,879.99
0001013831	AMAZON CAPITAL SERVICES, INC. COMPLETE ABOVE GROUND POOL PACKAGE - CLARK MAGNET HIGH SCHOOL	1,114.44
0001013833	AMAZON CAPITAL SERVICES, INC.	211.95

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013835	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA HANSENHOBBIES.COM - INSTRUCTIONAL SUPPLIES - SECONDARY SERVICES	98.76
0001013838	FIRST CONTEST PARTICIPATION EXPENSES - SECONDARY SERVICES	5,000.00
0001013840	CALIFORNIANS DEDICATED TO EDU FOUNDATION	770.00
0001013841	IVS COMPUTER TECHNOLOGY SMART BOARD INSTALLATION - GLENDALE HIGH SCHOOL	18,297.33
0001013845	SCKC, INC.	714.00
0001013849	AMERICAN EXPRESS CPS INTERCONTINENTAL HOTEL SAN FRANCISCO - CONFERENCE EXPENSES - EEELP	450.00
0001013855	AMERICAN EXPRESS CPS EXPEDIA.COM - CONFERENCE EXPENSES - EEELP	209.80
	TOTAL	173,906.29
	LOCAL RESTRICTED RESOURCES	
0001013380	ROTO-ROOTER SERVICE CONTRACT FOR PLUMBING SERVICES AT COLLEGE VIEW - FACILITY & SUPPORT OPERATIONS	10,000.00
0001013389	OFFICE DEPOT	7.27
0001013392	PRINTING ZONE	178.88
0001013396	SMART & FINAL IRIS COMPANY BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - DAILY HIGH SCHOOL	1,200.00
0001013406	SUPERIOR BOILER REPAIRS, INC. SERVICE CONTRACT FOR BOILER REPAIRS DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	5,000.00
0001013409	OMNI CONCEPTS REPAIR SERVICES AT EDISON ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	1,740.00
0001013417	AMAZON CAPITAL SERVICES, INC.	285.63
0001013418	AMAZON CAPITAL SERVICES, INC.	191.15
0001013423	OFFICE DEPOT	164.24
0001013424	OFFICE DEPOT	66.67
0001013425	LAKESHORE	498.28
0001013426	LAKESHORE	566.66
0001013428	LAKESHORE	155.52

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013431	LAKESHORE	115.44
0001013432	LAKESHORE	370.87
0001013437	AMAZON CAPITAL SERVICES, INC.	211.55
0001013441	BUCHANAN GLASS REPAIR MATERIALS - FACILITY & SUPPORT OPERATIONS	1,706.20
0001013442	KDDI AMERICA, INC REPAIR MATERIALS - FACILITY & SUPPORT OPERATIONS	1,006.90
0001013443	APPLE VALLEY COMMUNICATIONS REPAIR MATERIALS - FACILITY & SUPPORT OPERATIONS	4,428.82
0001013457	LA COUNTY FIRE DEPARTMENT HAZMAT PROGRAM FEES - FACILITY & SUPPORT OPERATIONS	1,487.00
0001013465	GOLDEN STAR TECHNOLOGY INC. COMPUTER EQUIPMENT - EEELP	18,072.28
0001013466	FIRST STUDENT TRANSPORTATION SERVICES - ROSEMONT MIDDLE SCHOOL	1,500.00
0001013473	OFFICE DEPOT COMPUTER EQUIPMENT - VERDUGO WOODLANDS ELEMENTARY SCHOOL	5,118.59
0001013476	PRINTING BY HARVEY	34.38
0001013491	CDW GOVERNMENT	432.17
0001013493	AMAZON CAPITAL SERVICES, INC.	321.52
0001013498	AMAZON CAPITAL SERVICES, INC.	48.84
0001013502	BUILD WITH PIPER INSTRUCTIONAL SUPPLIES - EEELP	2,847.00
0001013503	US GAMES	709.54
0001013504	U.S. TOY COMPANY CO	210.11
0001013509	PALOS SPORTS INC	800.62
0001013512	S & S WORLDWIDE	758.00
0001013514	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DISCOUNT SCHOOL SUPPLY - INSTRUCTIONAL SUPPLIES - EEELP	90.27
0001013516	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DAILY GREATNESS - OFFICE SUPPLIES - EEELP	62.70
0001013518	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA FULLFOCUSPLANNER - OFFICE SUPPLIES - EEELP	45.51
0001013519	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DISCOUNT SCHOOL SUPPLY - CLASSROOM FURNITURE - EEELP	846.44

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013522	OFFICE DEPOT	120.20
0001013526	S.O.S. SURVIVAL PRODUCTS	77.41
0001013529	MERIDIAN IT INC	85.41
0001013537	WEST COAST AWNING INC. SERVICE CONTRACT TO INSTALL SHADE DROP-DOWNS - GLEN OAKS ELEMENTARY SCHOOL	11,293.00
0001013540	LACOE-CI&A DIVISION	300.00
0001013541	COASTAL MARINE BIOLABS	600.00
0001013542	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDUCATIONAL SERVICES	1,000.00
0001013545	PACIFIC RADIO ELECTRONICS	51.94
0001013546	CATALINA ISLAND CAMPS FIELD TRIPS - FRANKLIN ELEMENTARY SCHOOL	2,500.00
0001013548	THEATREWORKS USA CORP ADMISSION FEE - FREMONT ELEMENTARY SCHOOL	1,045.00
0001013576	AMAZON CAPITAL SERVICES, INC.	38.97
0001013580	LAGUNA CLAY CO	163.39
0001013584	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	231.13
0001013591	AMAZON CAPITAL SERVICES, INC.	165.49
0001013596	GALE SUPPLY COMPANY	24.09
0001013609	SHARP BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - EEELP	3,516.79
0001013642	CASHIER, DEPT OF PESTICIDE REGULATION	60.00
0001013645	PAPA SEMINARS	45.00
0001013646	AMAZON CAPITAL SERVICES, INC.	171.59
0001013647	AMERICAN EXPRESS CPS SEARS - APPLIANCES - EEELP	294.38
0001013649	SUPPLYWORKS	125.29
0001013651	AMAZON CAPITAL SERVICES, INC.	734.00
0001013659	FERGUSON ENTERPRISES INC.#1350 REPAIR MATERIALS FOR VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	5,267.77
0001013660	HOME DEPOT CREDIT SERVICES TOOLS - FACILITY & SUPPORT OPERATIONS	1,591.98
0001013661	PEP BOYS AUTOMOTIVE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,387.07

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013662	MC MASTER-CARR SUPPLY COMPANY MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,137.10
0001013663	BUCHANAN GLASS	782.15
0001013665	SCOTTY'S INDUSTRIAL PRODUCTS	494.88
0001013666	STAR AUTO COLLISION CENTER AUTOMOTIVE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,738.18
0001013667	SHIFFLER EQUIPMENT SALES, INC.	252.54
0001013668	SMARDAN SUPPLY CO	544.48
0001013669	SUNBELT RENTALS, INC EQUIPMENT RENTAL - FACILITY & SUPPORT OPERATIONS	4,536.51
0001013670	CASTERS & INDUSTRIAL SUPPLIES	110.37
0001013671	ALLEN GWYNN CHEVROLET INC	995.70
0001013672	MAACO COLLISION REPAIR & AUTO PAINTING	994.91
0001013673	J M MCKINNEY CO	145.25
0001013674	MONOPRICE INC.	220.28
0001013675	PACIFIC RADIO ELECTRONICS	70.80
0001013676	PLASTIC DEPOT	206.64
0001013677	TREMCO, INC.	229.99
0001013678	TOOL SHACK	361.18
0001013680	U.S. BLINDS	125.92
0001013681	STUMBAUGH & ASSOCIATES, INC.	32.85
0001013682	RAYVERN LIGHTING SUPPLY CO INC	396.80
0001013683	ROCKLER WOODWORKING & HARDWARE	191.44
0001013684	C.R. LAURENCE COMPANY INC	26.17
0001013685	LOWE'S	334.64
0001013686	GMS ELEVATOR SERVICES, INC ELEVATOR REPAIRS AND SERVICES AT VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	3,971.25
0001013689	GRAINGER	603.75
0001013694	GALE SUPPLY COMPANY	339.62
0001013695	GALE SUPPLY COMPANY	427.05
0001013697	BOILER DYNAMICS INC. SERVICE CONTRACT TO PROVIDE TECHNICAL SUPPORT - FACILITY & SUPPORT OPERATIONS	1,455.00
0001013722	OFFICE DEPOT	52.55
0001013726	S & S WORLDWIDE	191.08
0001013729	OFFICE DEPOT	335.58
0001013740	AMAZON CAPITAL SERVICES, INC.	149.21
0001013743	OFFICE DEPOT	139.60
0001013747	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DELTA PUBLISHING - INSTRUCTIONAL SUPPLIES - EDUCATIONAL SERVICES	520.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001013753	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - MOUNTAIN AVENUE ELEMENTARY SCHOOL	1,138.80
0001013768	AMAZON CAPITAL SERVICES, INC.	150.00
0001013773	STAGEDROP LLC AUDITORIUM EQUIPMENT - FRANKLIN ELEMENTARY SCHOOL	3,398.93
0001013775	DICK BLICK ART MATERIALS	779.00
0001013776	AARDVARK	600.00
0001013778	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	1,051.00
0001013785	AMAZON CAPITAL SERVICES, INC.	500.00
0001013791	AMAZON CAPITAL SERVICES, INC.	160.51
0001013794	SHARP BUSINESS SYSTEMS	547.50
0001013800	AMAZON CAPITAL SERVICES, INC.	119.67
0001013811	OFFICE DEPOT	868.00
0001013820	IN THEKILN	400.00
0001013836	HUDSON, RICHARD CONSULTANT TO PROVIDE EDGAR ALLEN POE ASSEMBLIES TO ENGLISH CLASSES - ROSEMONT MIDDLE SCHOOL, BOARD APPROVED 11/7/2017	2,000.00
0001013840	CALIFORNIANS DEDICATED TO EDU FOUNDATION	770.00
0001013843	GMS ELEVATOR SERVICES, INC	860.00
0001013844	GMS ELEVATOR SERVICES, INC	860.00
0001013849	AMERICAN EXPRESS CPS INTERCONTINENTAL HOTEL SAN FRANCISCO - CONFERENCE EXPENSES - EEELP	450.00
0001013853	ASCD	39.00
0001013855	AMERICAN EXPRESS CPS EXPEDIA.COM - CONFERENCE EXPENSES - EEELP	209.80
1012534	SURFACE FITNESS, INC SERVICE AGREEMENT FOR PRIMARY PHYSICAL EDUCATION - DUNSMORE ELEMENTARY SCHOOL	4,240.00
1012535	UNIK EDUCATION SERVICE AGREEMENT FOR PRIMARY PHYSICAL EDUCATION - DUNSMORE ELEMENTARY SCHOOL	12,705.00
	TOTAL	146,129.63

CHILD DEVELOPMENT FUND		
PO NUMBER	VENDOR	AMOUNT
0001013426	LAKESHORE	566.66
0001013427	LAKESHORE	113.39
0001013428	LAKESHORE	155.51
0001013430	LAKESHORE	653.27
0001013451	AMAZON CAPITAL SERVICES, INC.	32.62
0001013475	LAKESHORE	103.51
0001013515	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DISCOUNT SCHOOL SUPPLY - CLASSROOM FURNITURE - EEELP	425.90
0001013609	SHARP BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - EEELP	1,463.85
0001013633	AMAZON CAPITAL SERVICES, INC.	56.95
0001013644	AMERICAN EXPRESS CPS IKEA - CLASSROOM FURNITURE - EEELP	37.36
0001013647	AMERICAN EXPRESS CPS SEARS - APPLIANCES - EEELP	294.38
	TOTAL	3,903.40
FOOD SERVICES FUND		
0001013444	PEP BOYS	16.06
0001013445	HARRIS SCHOOL SOLUTIONS ANNUAL MAINTENANCE SUPPORT - FOOD SERVICES	30,037.16
0001013471	SCHOOL PORTRAITS BY ADAMS PHOTOGRAPHY OFFICE EQUIPMENT SUPPLIES AND REPAIRS - FOOD SERVICES	1,400.00
0001013544	PALFINGER LIFTGATES, LLC.	253.60
0001013547	KAMRAN & COMPANY, INC	149.19
0001013582	OFFICE DEPOT	109.49
0001013706	BRYAN EXHAUST SERVICE INC	900.00
0001013707	BRYAN EXHAUST SERVICE INC	800.00
0001013708	BRYAN EXHAUST SERVICE INC	950.00
0001013709	BRYAN EXHAUST SERVICE INC	750.00
0001013742	AMAZON CAPITAL SERVICES, INC.	43.33
0001013744	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA OFFICEDEPOT.COM - FURNITURE - FOOD SERVICES	76.64
0001013754	SHANNON DIVERSIFIED INC	175.00
0001013755	SHANNON DIVERSIFIED INC	350.00
0001013756	SHANNON DIVERSIFIED INC BLANKET PURCHASE ORDER FOR EXHAUST CLEANING SERVICES - CLARK MAGNET HIGH SCHOOL	1,730.00
0001013757	SHANNON DIVERSIFIED INC BLANKET PURCHASE ORDER FOR EXHAUST CLEANING SERVICES - HOOVER HIGH SCHOOL	2,520.00

PO NUMBER	FOOD SERVICES FUND (CONTINUATION) VENDOR	AMOUNT
0001013758	SHANNON DIVERSIFIED INC BLANKET PURCHASE ORDER FOR EXHAUST CLEANING SERVICES - GLENDALE HIGH SCHOOL	2,515.00
0001013759	SHANNON DIVERSIFIED INC BLANKET PURCHASE ORDER FOR EXHAUST CLEANING SERVICES - CRESCENTA VALLEY HIGH SCHOOL	2,610.00
0001013760	SHANNON DIVERSIFIED INC	175.00
0001013761	SHANNON DIVERSIFIED INC	175.00
0001013762	SHANNON DIVERSIFIED INC	110.00
0001013763	GLOBAL EQUIPMENT COMPANY	745.55
0001013769	THORSON GMC	57.73
0001013770	REFRIGERATION HARDWARE SUPPLY CORP.	291.75
0001013797	AMAZON CAPITAL SERVICES, INC.	27.83
	TOTAL	46,968.33
	MEASURE S PROJECTS FUND	
0001013393	GOLDEN STAR TECHNOLOGY INC. COMPUTER EQUIPMENT - TOLL MIDDLE SCHOOL	1,390.18
0001013463	SHARP BUSINESS SYSTEMS EQUIPMENT LEASE AGREEMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	11,132.31
0001013489	PLAYPOWER LT FARMINGTON, INC. PLAYGROUND EQUIPMENT - VERDUGO WOODLANDS ELEMENTARY SCHOOL/ORG PROJECT	25,000.65
0001013513	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA MONOPRICE.COM - COMPUTER SUPPLIES - MUIR ELEMENTARY SCHOOL	71.45
0001013550	BMC WEST LLC BACKPACK HOOKS - FREMONT AND LINCOLN ELEMENTARY SCHOOLS/ORG PROJECT	1,629.51
0001013551	HYDRAULIC INDUSTRIAL PLUMBING	406.26
0001013577	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA CIRCUS WORLD DISPLAYS - AUDIOVISUAL EQUIPMENT - FREMONT, LINCOLN, AND MUIR ELEMENTARY SCHOOLS/ORG PROJECT	8,239.88
0001013579	AMAZON CAPITAL SERVICES, INC.	52.95
0001013652	HOME DEPOT CREDIT SERVICES CONSTRUCTION SUPPLIES - RD WHITE ELEMENTARY SCHOOL/ORG PROJECT	1,816.47

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
0001013653	MONTGOMERY HARDWARE COMPANY CONSTRUCTION SUPPLIES - LINCOLN AND FREMONT ELEMENTARY SCHOOLS/ORG PROJECT	1,414.57
0001013779	CERTIFIED WHOLESALE ELECTRIC	178.75
0001013780	ALL-PHASE ELECTRIC SUPPLY CO	4.53
0001013847	CLARK SEIF CLARK, INC. ON-SITE LEAD ABATEMENT MONITORING - RD WHITE ELEMENTARY SCHOOL	13,632.00
	TOTAL CAPITAL PROJECTS & IMPROVEMENT FUND	64,969.51
0001013554	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013555	LOS ANGELES COUNTY TAX COLLECTOR	362.47
0001013556	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013557	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013558	LOS ANGELES COUNTY TAX COLLECTOR	362.47
0001013559	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013560	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013561	LOS ANGELES COUNTY TAX COLLECTOR	367.20
0001013562	LOS ANGELES COUNTY TAX COLLECTOR	362.47
0001013563	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013564	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013565	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013566	LOS ANGELES COUNTY TAX COLLECTOR	343.47
0001013567	LOS ANGELES COUNTY TAX COLLECTOR	378.19
0001013568	LOS ANGELES COUNTY TAX COLLECTOR	367.20
0001013569	LOS ANGELES COUNTY TAX COLLECTOR	343.47
907139	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) PRINTING SERVICES FOR CLOUD PRESCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,160.89
	TOTAL	6,795.59

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD OF 10/23/2017 THROUGH 11/10/2017
CONSENT CALENDAR NO. 5 - NOVEMBER 28, 2017**

Date of Change	PO#	Vendor	Reason for Change	Original Amount	Net Increase / Decrease	New Total
10/25/2017	0001008086	Culver-Newlin, Inc.	Increase of \$437.48 for tax rate increase	\$4,605.00	\$437.48	\$5,042.48
10/23/2017	0001012659	Amazon	Increase of \$5,000.00 to cover addtional purchases	\$3,000.00	\$5,000.00	\$8,000.00
10/25/2017	0001010733	Office Depot	Increase of \$2,300.00 for additional purchases for trainings	\$7,000.00	\$2,300.00	\$9,300.00
10/25/2017	0001010732	Office Depot	Increase of \$1,040.00 to add water delivery fee	\$700.00	\$1,040.00	\$1,740.00
10/31/2017	0001010975	Porto's	Increase of \$3,000.00 for additional purchases	\$3,000.00	\$3,000.00	\$6,000.00
10/31/2017	000901755	Swinerton	Increase of \$35,786.50 per BOE 10/3/17	\$10,178,344.00	\$35,786.50	\$10,214,130.50
11/1/2017	000901754	Swinerton	Increase of \$114,779.78 per BOE of 8/15/17 and 10/3/17	\$7,049,405.00	\$114,779.78	\$7,164,184.78
11/8/2017	0001010284	Office Depot	Increase of \$2,000.00 for additional purchases	\$2,000.00	\$2,000.00	\$4,000.00
11/8/2017	0001011559	Office Depot	Increase of \$10,000.00 for additional purchases	\$10,000.00	\$10,000.00	\$20,000.00
10/25/2017	0001007879	CSDA Desig Group	Increase of \$1,305.00 for additional services	\$5,620.00	\$1,305.00	\$6,925.00
11/8/2017	0001008247	Chalmers Construction Services, Inc.	Increase of \$39,292.00 for additional supplies	\$222,900.00	\$39,292.00	\$262,192.00
11/8/2017	0001008251	TMP Services	Increase of \$150.58 for tax rate increase	\$42,700.06	\$150.58	\$42,850.64
11/9/2017	1001997	Office Depot	Increase of \$32,296.89 for purchases of additional classroom furniture	\$32,296.89	\$10,512.16	\$42,809.05

GLENDALE UNIFIED SCHOOL DISTRICT

November 28 , 2017

CONSENT CALENDAR NO. 6

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Craig Larimer, Financial Analyst

SUBJECT: **Appropriation Transfer and Budget Revision Report**

The Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted, Restricted and Fund 21.1.

GLENDALE UNIFIED SCHOOL DISTRICT
 November 28, 2017
 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	\$3,811
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$3,811

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$11,053	\$197
3000 Employee Benefits	\$3,477	\$53
4000 Instructional Supplies	\$902	\$601
5000 Contract Services	(\$15,432)	\$2,325
6000 Capital Outlay	\$0	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$3,176

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$635
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November 28, 2017
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 BUDGET CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
 GENERAL FUND, UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

BUDGET TRANSFERS

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
		0	11,266	3,477	637	(15,380)	0	0	0	0	Classified salaries, benefits and supplies
	College View	0	0	0	0	0	0	0	0	0	Supplies
	Monte Vista	0	0	0	(4,885)	4,885	0	0	0	0	Equipment
	Verdugo Woodlands	0	0	0	0	0	0	0	0	0	Supplies
	White	0	0	0	(3,400)	3,400	0	0	0	0	Equipment
	Edison	0	0	0	2,000	(2,000)	0	0	0	0	Supplies
	La Crescenta	0	0	0	12,000	(12,000)	0	0	0	0	Supplies
	FASO	0	0	0	(5,450)	5,450	0	0	0	0	Equipment
	District	0	0	0	0	0	0	0	0	0	Supplies and Equipment
	Roosevelt	0	(213)	0	0	213	0	0	0	0	Services
	Roosevelt	0	0	0	0	0	0	0	0	0	
		0	\$11,053	\$3,477	\$902	(\$15,432)	\$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	Recycling
	District	0	0	0	0	0	0	0	166	\$166	Athletics Stipend for Cheer
	CVHS	0	0	0	0	2,325	0	0	0	\$2,325	To allocate income
	Rosemont	0	0	0	0	0	0	0	296	\$296	Lost book fees
	Rosemont	0	0	0	300	0	0	0	0	\$300	Supplies
	Educational Services	0	0	0	200	0	0	0	0	\$200	To allocate income
	District	0	0	0	0	0	0	0	173	\$173	Lost book fees
	Rosemont	0	0	0	6	0	0	0	0	\$6	Supplies
	Educational Services	0	0	0	95	0	0	0	0	\$95	Classified salaries and benefits
	FHS	0	197	53	0	0	0	0	0	\$250	
		0	0	0	0	0	0	0	0	0	
		0	\$197	\$53	\$601	\$2,325	\$0	\$0	\$635	\$3,811	

- 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
 November 28, 2017
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

REVENUES	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099 Local Control Funding Formula	\$0	\$0
8100-8299 Federal	\$0	\$0
8300-8599 Other State	\$0	\$0
8600-8799 Local	\$0	\$119,613
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$119,613

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$0	\$541
3000 Employee Benefits	\$0	\$146
4000 Instructional Supplies	\$2,000	\$101,964
5000 Contract Services	\$0	\$14,673
6000 Capital Outlay	(\$2,000)	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$117,324

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$2,289
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GLENDALE UNIFIED SCHOOL DISTRICT
 November 28, 2017
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS Total Budget Trsfers	Program Description Resource XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
	Verdugo Woodlands Donations						0				Supplies
	La Crescenta Donations				2,000		(2,000)				Supplies
		\$0	\$0	\$0	\$2,000	\$0	(\$2,000)	\$0	\$0	\$0	

BUDGET ADJUSTMENTS		Resource Code	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
Dept/Site													
	ETIS	94395.0	ETIS Carryover Program	0	0	0	65	0	0	0	0	\$65	To allocate income
	ETIS	94395.0	ETIS Carryover Program	0	0	0	65	0	0	0	0	\$65	To allocate income
	Muir	95100.0	Donations	0	0	0	100	0	0	0	0	\$100	To allocate income
	Mountain Avenue	95100.0	Donations from M.A.C.K.	0	0	0	756	0	0	0	0	\$756	To allocate income
	Mountain Avenue	95100.0	Donations from M.A.C.K.	0	0	0	803	0	0	0	0	\$803	To allocate income
	Franklin	95100.0	Donations	0	0	0	2,359	0	0	0	0	\$2,359	To allocate income
	ETIS	94395.0	ETIS Carryover Program	0	0	0	130	0	0	0	0	\$130	To allocate income
	Monte Vista	95100.0	Donations	0	0	0	14	0	0	0	0	\$14	To allocate income
	Monte Vista	95100.0	Donations	0	0	0	10	0	0	0	0	\$10	To allocate income
	Franklin	95100.0	Donations	0	0	0	15	0	0	0	0	\$15	To allocate income
	Franklin	95100.0	Donations	0	0	0	11	0	0	0	0	\$11	To allocate income
	Franklin	95100.0	Donations	0	0	0	1,119	0	0	0	0	\$1,119	To allocate income
	Franklin	95100.0	Donations from Franklin Elementary Found	0	0	0	4,200	0	0	0	0	\$4,200	To allocate income
	Lincoln	95100.0	Donations	0	0	0	3,000	0	0	0	0	\$3,000	To allocate income (library books)
	GHS	95100.0	Donations	0	0	0	1,700	0	0	0	0	\$1,700	To allocate income
	GHS	95100.0	Donations	0	541	146	0	0	0	0	0	\$687	To allocate income
	Verdugo Woodlands	95100.0	Donations from W.A.V.E	0	0	0	356	0	0	0	0	\$356	To allocate income
	Franklin	95100.0	Donations	0	0	0	179	0	0	0	0	\$179	To allocate income
	Monte Vista	95100.0	Donations	0	0	0	225	0	0	0	0	\$225	To allocate income
	Verdugo Woodlands	95100.0	Donations	0	0	0	0	0	0	0	0	\$0	To allocate income
	DHS	92203.0	Daily Grind	0	0	0	0	305	0	0	0	\$305	To allocate income (Field Trip)
	Franklin	95100.0	Donations	0	0	0	207	0	0	0	0	\$207	To allocate income
	Franklin	95100.0	Donations	0	0	0	9,789	0	0	0	0	\$9,789	To allocate income for technology
	Franklin	95100.0	Donations	0	0	0	2,515	0	0	0	0	\$2,515	To allocate income
	District	94302.3	GEF Donations	0	0	0	48	0	0	0	0	\$48	To allocate income
	CMHS	95165.0	Donation from Gene Haas Foundation	0	0	0	51,683	949	0	0	0	\$54,921	To allocate income for K-12 sports/fitness
	Verdugo Woodlands	95100.0	Donations	0	0	0	2,750	1,000	0	0	2,289	\$3,750	To appropriate 16/17 carryover
	District	95100.0	Instructional	0	0	0	0	306	0	0	0	\$306	To allocate income (Field Trip)
	Verdugo Woodlands	95100.0	Donations	0	0	0	226	217	0	0	0	\$443	To allocate income
	Verdugo Woodlands	95100.0	Donations from W.A.V.E	0	0	0	0	305	0	0	0	\$305	To allocate income
	Fremont	95100.0	Donations	0	0	0	432	0	0	0	0	\$432	To allocate income
	Keppel	95100.0	Donations	0	0	0	670	2,300	0	0	0	\$2,970	To allocate income
	Rosemont	95100.0	Donations	0	0	0	0	303	0	0	0	\$303	To allocate income (VAPA)
	Rosemont	95100.0	Donations	0	0	0	122	0	0	0	0	\$122	To allocate income
	Rosemont	95100.0	Donations	0	0	0	100	0	0	0	0	\$100	To allocate income
	Rosemont	95100.0	Donations	0	0	0	860	0	0	0	0	\$860	To allocate income
	Rosemont	95100.0	Donations	0	0	0	0	800	0	0	0	\$800	To allocate income
	Balboa	95100.0	Donations	0	0	0	479	0	0	0	0	\$479	To allocate income
	Educational Services	94379.0	French FLAG program-Franklin	0	0	0	21,003	3,781	0	0	0	\$24,784	To appropriate 16/17 carryover
	Rosemont	95100.0	Donations	0	0	0	165	0	0	0	0	\$165	To allocate income
	Rosemont	95100.0	Donations from CV Chamber of Commer	0	0	0	215	0	0	0	0	\$215	To allocate income
				0	0	0	0	0	0	0	0	\$0	
				0	0	0	0	0	0	0	0	\$0	
				0	0	0	0	0	0	0	0	\$0	

Total Budget Adjustments
 Object Codes
 1000 Certified Salaries
 2000 Classified Salaries
 3000 Employee Benefits
 4000 Books & Supplies
 5000 Services & Other Operating Expenses
 6000 Capital Outlay
 7000 Other Outgo
 8000 Income
 9000 Designated Reserves

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 6

BUDGET TRANSFER AND ADJUSTMENT REPORT

Measure S Project Fund (21.1)

REVENUES	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099 Revenue Limit	\$0	\$0
8100-8299 Federal	\$0	\$0
8300-8599 Other State	\$0	\$0
8600-8799 Local	\$0	\$0
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$0

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$0	\$0
3000 Employee Benefits	\$0	\$0
4000 Instructional Supplies	\$0	\$0
5000 Contract Services	\$0	\$0
6000 Capital Outlay	\$0	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$0

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
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GLENDALE UNIFIED SCHOOL DISTRICT
 November 28, 2017
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
MEASURE S PROJECT FUND (21.1)

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
0		0	0	0	0	0	0	0	0	\$0	
Total Budget Transfers											

Total Budget Transfers

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
District	Measure S Program - U	0	0	0	0	0	0	0	(25,000,000)	(25,000,000)	Measure S Program - Unrestricted
District	Measure S Program-W	0	0	0	0	0	0	0	25,000,000	25,000,000	Measure S Program-Wide Restricted
Total Budget Adjustments											

Total Budget Adjustments

\$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
- 8000 Income
- 9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Jennifer Chin Gonzales, Director, Nutrition Services

SUBJECT: Super Co-Op – USDA Foods Cooperative

The Superintendent recommends that the Board of Education approve the new contract with the Super Co-Op for USDA foods.

The Glendale Unified School District (GUSD) Nutrition Services Department will be terminating their contract with the Cooperative Purchasing Cooperative (CPC) and returning to the Super Co-Op to purchase USDA foods. Prior to joining the CPC, the District had been a member of the Super Co-Op since 2002.

GUSD Nutrition Services joined the CPC in 2016 to purchase USDA foods for the 2017-2018 school year with the belief that we would benefit from:

- better prices
- better monitoring of our invoices
- having more control of our entitlement funds
- having clearer more timely communication
- auditing our vendors with more ease
- sharing the talents and workload with other districts

Unfortunately, the benefits have not come to fruition. The prices are similar, if not the same as the Super Co-Op, and the administrative burden exponentially greater. Therefore, it is recommended that the District return to the Super Co-Op for the 2018-2019 school year.

Attached is a copy of the Super Co-Op's membership application.



SY2018-19 Super Co-Op Membership Application

The SUPER Co-Op is a USDA Foods cooperative operating in California since 2001. Membership for SY2017-18 is 230 districts with a \$78.4 million USDA Foods entitlement based on an estimated 233.9 million lunches served. It is the largest USDA Foods group in the nation. Member Districts are divided into 9 regional groups and each group has a representative member on a Governing Council, which makes business decisions on behalf of the membership. Governing Rules are approved and enforced by the Governing Council to keep business fair and equitable. A Handbook is available on the SUPER Co-Op website detailing Co-Op operations. <http://www.super-coop.org/>

Membership is granted to districts by vote of the Governing Council. The *Application for Membership* must be received by the Super Co-Op by **November 17, 2017** to be considered for membership for the 2018-19 school year. The Governing Council will meet on November 29, 2017, to consider new district memberships; districts will be notified of the results by December 10, 2017. Districts should be prepared to complete the attached Assignment of USDA Foods contract immediately after approval for membership.

The *Application for Membership* (page 2) should be sent to Dr. Lynnelle Grumbles, representative of the Lead Agency at the address (email or fax preferred) below:

Dr. Lynnelle Grumbles
Santa Clarita Valley School Food Services Agency
25210 Anza Drive
Santa Clarita, CA 91355
lgrumbles@scvsfsa.net
Phone (661) 295-1574 x 103
Fax (661) 295-0981



Application for Membership for SY2018-19

Please complete the following information:

District Name	Glendale Unified School District
Vendor Number*	645600
2017-18 USDA Foods Entitlement*	\$630,825.43
Contact Name	Jennifer Chin Gonzales
Contact Title	Director, Nutrition Services
Mailing Address	349A W. Magnolia Avenue
City/State/Zip	Glendale, CA 91204
Telephone	818-552-2677
Fax	818-552-2689
Email	jgonzales@gusd.net

*Vendor Number and Entitlement can be found on your CNIPs Food Distribution Program Contract Packet.

How long has the Child Nutrition Program Director worked for your District? 7 years

How many years of experience does the Child Nutrition Program Director have ordering USDA Foods? 9 years

How many delivery locations (stops) do you require for delivery of USDA Foods Direct Delivery (brown box)? 2

Please describe training the Child Nutrition Program Director has participated in over the past 2 years: (attach additional pages if needed)

AR Trainings
 SCSNA – Active member, past president and board member, attend chapter meetings
 ServSafe – trainer/proctor
 Procurement trainings – Super Co-Op Spring Training Caravan, Gold Star Food Procurement Workshop,
 CDE – Procurement for the 21st Century
 Annual Mandatory Training for School Nutrition Program
 Webinars – Strategic Ordering and Forecasting, Team Up, Food Distribution Program, USDA Food in
 Disaster, Ensuring Access to NSLP and SBP, Understanding and Implementation After School Meals and
 Snacks, Maximizing Use of USDA Foods, Buy American, Improving Meal Quality, FFVP
 Food Shows – Acosta, Super Co-Op
 GUSD – Professional Learning Community, Franklin Covey’s Speed of Trust, Management Retreats,
 Security Camera Training
 California - Sexual Harassment, Mandatory Reporter, Department of Pesticide
 Workshops – Walk in Specifications, AB 402
 Knife Cut Skills
 USDA - Civil Rights

Champions for Change

Which method(s) has the District used to receive USDA Foods in the past 5 years?

State Distribution Center

State Co-Op

Private Co-Op – which Co-Op? __Super Co-Op and Cooperative Purchasing
Connection (CPC)_____

Due Date: November 17, 2017, see page 1 for return instructions.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive
Santa Clarita, California 91355

**ASSIGNMENT OF USDA FOODS
Super Co-Op**

This assignment is made and entered into this ____ November 29 _____, 2017, between ____ Glendale Unified School District____, (“Assignor”) and the Santa Clarita Valley School Food Services Agency, Super Co-Op Lead Agency (“Assignee”) (collectively the “parties”) to commence services July 1, 2018.

WHEREAS, Assignor is a member agency of the Super USDA Foods Cooperative (“Super Co-Op”), a California cooperative consisting of public school agency members for the purpose of obtaining USDA Foods for school meals.

WHEREAS, Assignee is the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Assignor.

NOW, THEREFORE the parties agree as follows:

1. Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
2. Entitlement and “Fair Share” of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and the USDA.
4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. Should a loss of USDA Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the California Department of Education, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s).

The reporting of any loss of USDA Foods is the responsibility of the Assignee.

6. Both the Assignee and Assignor are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.

7. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:
 - a) First year fee shall be 0.4% of current year USDA Foods estimated entitlement.
 - b) An Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement.
 - c) \$0.80 per case/unit of USDA Foods accepted and diverted for State Administrative Fee (Assignee collects via Co-Op Administrator and pays this fee to the State of California on behalf of the Member District.)
 - d) The Governing Council may levy special assessments to cover any unexpected expenses. These fee(s) shall be based on the individual member's annual entitlement and cannot exceed 0.1% of the member's entitlement.
 - e) All fees subject to change as approved by the Super Co-Op Governing Council.
8. Member Districts agree to abide by the current Super Co-Op Governing Rules as maintained by the Governing Council.
9. This assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee, USDA, and California Food Distribution Division of its termination. Termination requires notice to be given by December 10 of the year prior to June 30 separation date.
10. With respect to the Assignee's performance of work under this assignment, the Assignee shall indemnify, pay for the defense of, and hold harmless the Assignor and its officers, agents and employees of and from all liabilities, claims, debts or damages of any nature or sort that may arise out of the Assignee's negligent or willful acts and/or omissions under this assignment.
11. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

To the Assignee:

Santa Clarita Valley School Food Services Agency – Lead Agency for the Super Co-Op	
Contact Person	Dr. Lynnelle Grumbles
Contact Title	Chief Executive Officer
Street Address	25210 Anza Drive
City/State/Zip	Santa Clarita, California 91355
Telephone/Fax	(TEL) 661-295-1574 x103 (FAX) 661-295-0981
Email	lgrumbles@scvsfsa.net

To the Assignor:

Recipient Agency/Member District – Glendale Unified School District	
Vendor Number	645600
Contact Name	Jennifer Chin Gonzales
Contact Title	Director Nutrition Services
Mailing Address	349A W. Magnolia Avenue
City/State/Zip	Glendale, CA 91204
Delivery Address	361 W. Magnolia Avenue
City/State/Zip	Glendale, CA 91204
Telephone	818-552-2677
Fax	818-552-2689
Email	jcgonzales@gusd.net

To the California Department of Education:

California Department of Education Nutrition Services Division	
Contact Name	Marina Soto Direct Shipment and Private Cooperative Coordinator
Street Address	1430 N Street, Suite 4503
City/State/Zip	Sacramento, Ca 95814-5901
Telephone	(TEL) 916-324-0577
Fax	(FAX) 916-327-4004
Email	msoto@cde.ca.gov

11. If this assignment is terminated for any reason by either party the Assignor will continue to receive their USDA Foods from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.

Termination of this assignment shall not be effective until written notice is provided by Assignee pursuant to paragraph 10.
12. The Assignee shall maintain such general liability, property damage, workers' compensation, auto insurance, and any other insurance as is required to protect the Assignee's and the Assignor's interests regarding the USDA Foods.
13. The parties may amend this assignment in writing, by mutual consent.
14. This assignment shall only be effective upon approval in writing by the Assignee's and Assignor's respective Board of Directors.

**Santa Clarita School Food Services Agency
Super Cooperative Lead Agency**

Recipient School District:

Assignee

Lynnelle Grumbles

Print Name

Chief Executive Officer

Title

Signature

Date

Assignor

Stephen Dickinson

Print Name

Chief Business Officer

Title

Signature

Date



SUPER Co-Op Governing Rules

I. PURPOSE

The purpose of the SUPER Co-Op is to assist Member Districts with effective USDA Foods ordering and distribution and enable its members to attain the best possible prices for processed USDA Foods and their commercial equivalents as well as for USDA Foods distribution (brown boxes).

II. MEMBERSHIP

1. All Member Districts must abide by the Governing Rules as presented.
2. Any California agency that is eligible to receive the USDA Foods may apply to become a member of the Co-Op.
 - a) The Super Co-Op Governing Council (Council) has the right to approve or disapprove of the membership's status of a co-op member.
 - b) If a USDA Foods distribution contract is in force and a new member is applying during this contract existence, its membership may require the contracted distributor's approval.
3. By signing the "Assignment of USDA Donated Food" (Appendix 1) the Agency agrees to be a member of the SUPER Co-Op and to abide by the SUPER Co-Op Governing Rules.
4. Every Member District is entitled to its "Fair Share" of all offered USDA Foods based on the previous year Total Lunches Served (TLS) and current minimum value of donated foods per lunch served as assigned by the State.
5. Member Districts can resign membership at the end of any program year with written notice received by the Lead Agency by December 10 of the preceding program year.
6. It is the Member District's responsibility to inform its board of trustees about SUPER Co-Op business, including the status of any USDA Foods related bids and proposals.
7. It is every Member District's responsibility to actively manage its USDA Foods including distribution, processing, and inventories. Each Member District must maintain internet and e-mail access and is responsible to report changes to the Lead Agency and Administrator. Each Member District must use the Co-Op approved method of ordering commodities.
8. Each Member District must pay invoices from the Co-Op or an approved Co-Op agent within 30 days of the receipt of invoice.
 - a) A penalty of 5% may be assessed after 90 days if the invoice is not paid in full. An additional 2% can be assessed after 120 days.
 - b) Repeated late payments may result in cancellation of membership in the Co-Op.
9. Each Co-Op Member District is responsible to monitor their entitlement balance and other reports and announcements on the Co-Op web site.

III. GOVERNANCE

1. All of the SUPER Co-Op business and organizational decisions shall be made by the SUPER Co-Op Governing Council (Council). The Council shall be comprised of one member per regional group plus a Lead Agency representative.
 - a) Regional Group membership will be approved by the Council.
 - b) Council members will be determined by members of each Regional Group.
 - c) Each Council member is entitled to one vote on each matter submitted for a vote of the members. A Council member may give another individual in its Regional Group its proxy for voting purposes if they are unavailable to vote.
 - d) The Lead Agency representative will only cast a vote in the event of a tie.
2. The Council shall meet a minimum of once a year or as needed. The Council's decisions shall be reached by a majority of present Council members if a quorum is met.
 - a) A Council quorum is met if 51% or more Council members are present.
 - b) Council members and Lead Agency shall be reimbursed for expenses incurred to attend Council meetings from the membership fee account.
3. A Member District will act as the Lead Agency for the SUPER Co-Op.
 - a) The Lead Agency is responsible for requesting all USDA Foods Direct Delivery and diversions to processors as well as for all the USDA Food inventories at the processors' storage facilities.
 - (1) As soon as a USDA Foods shipment is delivered to an approved distributor and is assigned to an eligible member, the USDA Food is inventoried as commercial product of the eligible member (single inventory). It is each Co-Op Member District's responsibility to manage its inventory to achieve maximum benefit.
 - b) The Lead Agency is responsible for issuing, evaluating, and approving all bid documents related to the Co-Op's business. All accepted proposals and/or bids must be approved by the Lead Agency's governing body.
 - (1) It is the Member District's responsibility to have the specific contract(s) approved by the member's Board of Trustees (or other governing body as appropriate) to meet the State and Federal procurement requirements using approved award criteria.
 - c) The Lead Agency shall, in addition to other responsibilities defined elsewhere in this document, inform Council members and Member Districts of pertinent Co-Op business transactions, plan and manage annual budget for membership fee fund, review and pay state administrative fee invoices, oversee the work of the Administrator, plan and convene regular Council meetings, work with show organizer to plan annual food shows, conduct annual Member District meetings, plan additional education sessions for Member Districts, and other duties as necessary to responsibly manage the business affairs of the Co-Op.
 - d) The Lead Agency shall be reimbursed with payment of 25% of the total cost of the compensation of the designated individual(s) managing the Co-Op business, not to exceed \$40,000 annually. Funds for this reimbursement shall be paid from the membership fee account.

4. Membership fees will be assessed to districts using the following schedule:
 - a) New districts start-up will be 0.4% of the current year entitlement. Annual renewal fee beginning the second year of membership and continuing thereafter of 0.3% of the current year USDA Foods entitlement as projected by the State on July 1.
 - b) The Regional Group Governing Council Member District shall pay one half (50%) of the customary membership fee assessed to all Co-Op Member Districts. The Lead Agency shall pay no membership fee.
 - c) The Membership fees will be collected and deposited in a unique account by the Lead Agency and used for expenses such as the cost of Council conference calls; legal fees related to the Co-Op; ACDA conference attendance by 3-4 Council members; other expenses approved by the Council.
 - (1) A minimum reserve of 15% shall be maintained in the membership fee account to ensure adequate cash flow to enable prompt payment of state administrative fees and other expenses.
 - d) Fees may be modified as needed with a vote of simple majority of the Council and a 30-day letter of notification to Member Districts.
 - e) The Council may from time to time ask all members for a special assessment to cover any unexpected expenses. These fee(s) shall be based on the individual member's annual entitlement and cannot exceed 0.1% of the member's entitlement. (*Example: If the member's entitlement is \$100,000 the fee for that year cannot be more than \$100*).
 - f) The governance of each Regional Group is the responsibility of its Member Districts.
5. The Council shall employ a third party Administrator to assist the Co-Op with offering the fair share of USDA Foods to each member; to track each individual Member District's entitlement and USDA Foods inventories; to collect State and other applicable fees. The Administrator's specific responsibilities and service fees shall be fully outlined in a signed contract between the Lead Agency and the Administrator. The Co-Op Administrator shall be appointed by the Council based on an official RFP issued on behalf of the Co-Op by the Lead Agency.

III. ENTITLEMENT MANAGEMENT

1. USDA Foods entitlements are expected to be managed effectively and efficiently by Member Districts. Member Districts that do not utilize their funds promptly will have prorated remaining funds redistributed to Member Districts that can demonstrate the need and ability to utilize additional product. Member Districts will receive an email notice 15 days prior to the redistribution.
 - a) The Lead Agency and/or Administrator will reassign unused entitlement using the following schedule:
 - (1) January 31 – Member Districts with more than 60% remaining entitlement.
 - (2) March 30 – more than 30% remaining entitlement.
2. Proration will be computed at approximately 10% per month based on a ten month calendar from August to May. For example a Member District with a \$100,000 entitlement that uses \$40,000 by January 31 (6 months use from August to January) averaged \$6,667 per month. Assuming a ten month calendar, their projected total use to the end of the year is \$66,667 with \$33,333 excess. The excess will be removed from their entitlement and redistributed to

Member Districts that are using entitlement in excess of the 10% per month average, allocated by fair share.

3. Payment of State Administrative Fees for USDA Foods

- a) It is the responsibility of the Lead Agency to pay all State Administrative Fees for USDA Foods used by SUPER Co-Op members.
- b) The Administrator shall bill and collect State Administrative Fees from Member Districts on behalf of the Lead Agency at the current rate as issued by the State of California.
- c) USDA Foods (brown box) State Administrative Fees shall be billed at the time of receipt by the Distributor.
- d) Processed USDA Foods State Administrative Fees shall be billed on a quarterly basis.
 - (1) Member Districts shall be billed their fair share of the State Administrative Fees of USDA Foods sent to processors during the quarter, based on entitlement allocated to processing.
 - (2) DoD Fresh Produce and USDA Pilot Project for Procurement of Unprocessed Fruits and Vegetables State Administrative Fees shall be billed annually.

These governing rules can be amended at any time by a simple majority vote of all the members of the Council.

Original Adoption: June 9, 2006

Revised: November 21, 2014

Revised: June 23, 2016

Super Co-Op 2017-18 Fee Structure



Please remit all fees promptly when billed.

Type	Billing Agency	Amount	Frequency	Notes
Membership Fee	Santa Clarita Valley School Food Service Agency (Co-Op Lead Agency)	0.4% of Entitlement 0.3% of Entitlement	First membership year Subsequent membership years.	
			Bill sent to Member Districts July 1 annually.	
State Administrative Fees	Administrator (Gold Star Foods)	Brown box \$.80/case Processed \$.80/case DOD Produce \$.10/case \$1.70/case	On receipt at Distributor Quarterly based on % of entitlement designated for processing Annually @ end of year	Administrator forwards state fees to Lead Agency for remittance to state. Distributor sends notice of arrival to Member Districts. Minimum 25 case delivery per site.
Delivery, direct delivery (brown box)	Distributor (Gold Star Foods)	single drop @ district \$1.45/case pick-up Additional charge for multiple site delivery	On receipt at Member District	
Delivery, processed	Distributor as selected by Member District Processor direct	Varies by distributor Varies by processor	As ordered by Member District As ordered by Member District	
Delivery, DOD Produce	Distributor	Varies by distributor	As ordered by Member District	
Storage, brown box	Distributor (Gold Star Foods)	\$.60/case/month after first 30 days following delivery to Gold Star Foods	As ordered by Member District	

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Notice of Completion with Lundgren Management for the Overcrowding Relief Grant (ORG) Projects at Balboa and R.D. White Elementary Schools**

The Superintendent recommends that the Board of Education approve the Notice of Completion with Lundgren Management for the Overcrowding Relief Grant (ORG) Projects at Balboa and R.D. White Elementary Schools.

On November 4, 2014, the Board approved the award of Phase 1 Lease-Leaseback Contracts to Lundgren Builders (Valencia) for the ORG projects at Balboa, Verdugo Woodlands, and R.D. White Elementary Schools in the amount of \$32,210,172.

On May 24, 2016, the Board approved Amendment No. 1 to Lease-Leaseback with Lundgren Management for Phase 1 Overcrowding Relief Grant (ORG) buildings at Balboa, Verdugo Woodlands, and R.D. White Elementary Schools in the amount of \$2,982,200.

The Notice of Completion is only for R.D. White and Balboa Elementary Schools. Balboa Elementary School New ORG Building was completed in a satisfactory manner as of February 14, 2017. R.D. White Elementary School New ORG Building was completed in a satisfactory manner as of March 27, 2017.

Staff will be bringing forward the Notice of Completion for Verdugo Woodlands in the near future. Following the completion of Verdugo Woodlands, staff will be executing a Memorandum of Commencement of Lease Term with Lundgren Management. This Memorandum will begin the Master Facilities Lease Term.

This project is funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Balboa Elementary School
ADDRESS: 1844 Bel Aire Drive
Glendale, California 91201

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: New ORG Building – Bid No. 6-14/15
DATE of COMPLETION: February 14, 2017
CONTRACTOR: Lundgren Builders
CONTRACT DATE: November 5, 2014
BOARD APPROVAL: November 4, 2014

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2017 at Glendale, California

Tony Barrios
Glendale Unified School District
Executive Director, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: RD White Elementary School
ADDRESS: 744 E Doran Street
Glendale, California 91206

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: New ORG Building – Bid No. 6-14/15
DATE of COMPLETION: March 27, 2017
CONTRACTOR: Lundgren Builders
CONTRACT DATE: November 5, 2014
BOARD APPROVAL: November 4, 2014

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2017 at Glendale, California

Tony Barrios
Glendale Unified School District
Executive Director, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT REPORT NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Notice of Completion with Oceanstate Development Inc., Bid No. 143-16/17 for the Relocation of EEELP Bungalow at Franklin Elementary School**

The Superintendent recommends that the Board of Education approve the Notice of Completion with Oceanstate Development Inc., Bid No. 143-16/17 for the Relocation of EEELP Bungalow at Franklin Elementary School.

On May 9, 2017, the Board approved the award of Bid No. 143-16/17 for the Relocation of EEELP Bungalow at Franklin Elementary School for \$240,570.00.

On November 7, 2017, the Board approved Change Order No. 1 for \$13,543.44. The project was completed in a satisfactory manner as of October 21, 2017 for a total cost of \$254,113.44.

This project is funded by Measure S – Small Non-Tech Project Funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Franklin Magnet Elementary School
ADDRESS: 1610 Lake Street
Glendale, California 91201

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: EEELP Bungalows Relocation
DATE of COMPLETION: October 21, 2017
CONTRACTOR: Oceanstate Development, Inc.
CONTRACT DATE: May 12, 2017
BOARD APPROVAL: May 9, 2017

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2017 at Glendale, California

Tony Barrios
Glendale Unified School District
Executive Director, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT REPORT NO. 10

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Tony Barrios, Executive Director: Planning, Development and Facilities

SUBJECT: **Approval of Notice of Completion with Chalmers Construction, Bid No. 115-16/17 for the Overcrowding Relief Grant 1–Story Building at Lincoln Elementary School**

The Superintendent recommends that the Board of Education approve the Notice of Completion with Chalmers Construction, Bid No. 115-16/17 for the Overcrowding Relief Grant 1–Story Building at Lincoln Elementary School.

On December 1, 2015, the Board of Education approved the award of Bid No. 115-15/16 to Chalmers Construction Services Inc., for the Overcrowding Relief Grant (ORG) 1-Story building at Lincoln Elementary School for \$5,750,000.00. This ORG is partially funded by State Grant Funds totaling \$2,125,464.00.

On December 13, 2016, the Board of Education approved Change Order No. 1 for \$84,227.85. On May 23, 2017, the Board of Education approved Change Order No. 2 for \$72,423.90. On November 7, 2017, the Board of Education approved Change Order No. 3 for \$ 181,555.66.

The project was completed in a satisfactory manner as of November 17, 2017 for a total cost of \$6,088,207.41.

This project is funded by Measure S – Lincoln ORG 2-Story Bldg. and State ORG Funds. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Lincoln Elementary School
ADDRESS: 4310 New York Avenue
La Crescenta, California 91214

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: 1-Story Classroom Building - ORG
DATE of COMPLETION: November 17, 2017
CONTRACTOR: Chalmers Construction Services Inc.
CONTRACT DATE: December 2, 2015
BOARD APPROVAL: December 1, 2015

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2017 at Glendale, California

Tony Barrios
Glendale Unified School District
Executive Director, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 11

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
SUBJECT: **Authorization to Dispose of Surplus Property**

The Superintendent recommends that the Board of Education declare the following items as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

- 17 Computer desks located at Daily High School
- Obsolete textbooks located at Clark Magnet School as listed on the attached.
- Obsolete textbooks located at Glendale High School as listed on the attached.

CLARK MAGNET HIGH SCHOOL
4747 New York Ave.
La Crescenta, CA 91214

FROM: Eric Kursinski, Armond Khodagulyan, Amir Ghavam (Classroom Teachers, 1243)

LOCATION: 1243, Computer Lab

REASON: Left Over/Surplus/Outdated Books & Resources

EXPLANATION: The items listed below are outdated and irrelevant to the curriculum currently being taught at CMHS. It is requested that said items be picked up and cleared out of Room 1243.

<u><i>Title</i></u>	<u><i>Count</i></u>	<u><i>ISBN</i></u>
<i>Learning the Internet 2nd Edition</i>	35	1-56243-593-0
<i>Microsoft Office Core Certification</i>	23	0-7638-0255-7
<i>Preparing for MOUS Certification</i>	23	1-58577-024-8
<i>Preparing for MOUS Excel 2000 Certification</i>	18	1-58577-025-6
<i>Learn PowerPoint 97</i>	13	1-56243-466-7
<i>Learning the Internet 1st Edition</i>	10	1-52643-345-8
<i>Learning Microsoft Office 97</i>	6	1-56243-461-6
<i>Learning PowerPoint 97</i>	6	1-56243-442-x
<i>Learning Microsoft Word 97</i>	6	1-56243-440-3
<i>Learning Microsoft Office 97 Teachers' Manual</i>	1	1-56243-571-x
<i>Microsoft Office Professional Essentials</i>	1	0-7897-0258-4
<i>Digitools</i>	1	0-538-44530-0
<i>Introduction to Data Processing</i>	1	0-8442-2363-8
<i>Digital Desktop Publishing</i>	1	0-538-44527-0
<i>Data Entry</i>	1	0-538-43477-5
<i>Learning to Program with Alice</i>	1	978-0-13-208516-8

Library Weeding Log

Glendale High School

From: 11/6/2017 To: 11/16/2017

11/15/2017 - Copies Removed: 40

California Algebra 1: Concepts, Skills, and Problem Solving. (Removed: 4)

ISBN: 978-0-07-877852-0

Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1062673	\$78.00	8/26/2008	ghtbc
Was Available -- Weeded				
Textbook	T 1062761	\$78.00	8/26/2008	ghtbc
Was Available -- Weeded				
Textbook	T 1063150	\$78.00	8/26/2008	ghtbc
Was Available -- Weeded				
Textbook	T 1063342	\$78.00	8/26/2008	ghtbc
Was Available -- Weeded				

Earth Science (Removed: 1)

Author: Allison, DeGaetano & Pasachoff.

ISBN: 0-03-092207-0

Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1058095	\$80.00	7/19/2007	ghtbc
Was Available -- Weeded				

EN ESPANOL 2 - SPAN 3-4 (Removed: 1)

Call Number	Barcode	Price	Acquired	Removed By
	T 1054712	\$65.00	11/17/2006	ghtbc
Was Available -- Weeded				

LONGMAN SOCIAL STUDIES (Removed: 22)

Call Number	Barcode	Price	Acquired	Removed By
	T 1054156	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054164	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054167	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054169	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054172	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054173	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054177	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054178	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054182	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				

Library Weeding Log

Glendale High School

From: 11/6/2017 To: 11/16/2017

11/15/2017 - Copies Removed: 40

T 1054184	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded			
T 1054185	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded			
T 1054187	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded			
T 1055220	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055223	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055224	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055228	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055229	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055230	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055234	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055235	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055238	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055239	\$55.00	12/8/2006	ghtbc
Was Available -- Deleted			

Longman Social Studies : \$40. (Removed: 12)

ISBN: 0-13-193025-7

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1059462	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059465	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059468	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059470	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059471	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059472	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				

Library Weeding Log

Glendale High School

From: 11/6/2017 To: 11/16/2017

11/15/2017 - Copies Removed: 40

Textbook	T 1059480	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059481	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059484	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059487	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059489	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059492	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				

11/8/2017 - Copies Removed: 34

ALGEBRA 2 WITH TRIGONOMETRY (Removed: 3)

ISBN: 0-13-026642-6

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1068890	\$65.00	7/20/2009	ghtbc
Was Available -- Weeded				
Textbook	T 1068891	\$65.00	7/20/2009	ghtbc
Was Available -- Weeded				
Textbook	T 1068919	\$65.00	7/20/2009	ghtbc
Was Available -- Weeded				

Algebra 2 With Trigonometry - Teacher'S Edition. (Removed: 1)

Author: Bettye C. Hall Mona Fabricant.

ISBN: 0-13-026659-0

Published: 1993

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1068979	\$100.00	7/27/2009	ghtbc
Was Available -- Weeded				

ALGEBRA STRUC & METH T/E (Removed: 1)

Call Number	Barcode	Price	Acquired	Removed By
PROF	T 1053367	\$100.00	8/22/2006	ghtbc
Was Available -- Weeded				

American Literature (Removed: 1)

ISBN: 0-8359-1381-3

Published: 1996

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1071352	\$55.00	9/20/2010	ghtbc
Was Available -- Weeded				

California Algebra 1: Concepts, Skills, and Problem Solving. (Removed: 4)

ISBN: 978-0-07-877852-0

Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
TEXTBOOK	T 3016573		8/19/2015	ghtbc
Was Available -- Weeded				

Library Weeding Log

Glendale High School

From: 11/6/2017 To: 11/16/2017

11/8/2017 - Copies Removed: 34

TEXTBOOK	T 3016574	8/19/2015	ghtbc
Was Available -- Weeded			
TEXTBOOK	T 3016575	8/19/2015	ghtbc
Was Available -- Weeded			
textbook	T 3016671	8/25/2015	ghtbc
Was Available -- Weeded			

ECONOMICS (Removed: 10)

Call Number	Barcode	Price	Acquired	Removed By
	T 1012705		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012732		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012733		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012741		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012755		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012758		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012768		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012779		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012784		6/29/2004	ghtbc
Was Available -- Weeded				
	T 1012795		6/29/2004	ghtbc
Was Available -- Weeded				

LONGMAN SOCIAL STUDIES (Removed: 9)

Call Number	Barcode	Price	Acquired	Removed By
	T 1054160	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054161	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054180	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054186	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				
	T 1054188	\$55.00	10/6/2006	ghtbc
Was Available -- Weeded				

Library Weeding Log

Glendale High School

From: 11/6/2017 To: 11/16/2017

11/8/2017 - Copies Removed: 34

T 1055221	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055225	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055231	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			
T 1055236	\$55.00	12/8/2006	ghtbc
Was Available -- Weeded			

Longman Social Studies : \$40. (Removed: 5)

ISBN: 0-13-193025-7

Call Number	Barcode	Price	Acquired	Removed By
Textbook	T 1059469	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059476	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059485	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059486	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				
Textbook	T 1059490	\$40.00	8/16/2007	ghtbc
Was Available -- Weeded				

From: 11/6/2017 To: 11/16/2017 Total Copies Removed: 74

Deleted: 1, Transferred: 0, Weeded: 73

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 12

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Gioconda Padilla, Director, Procurement & Contract Services
SUBJECT: **Approval of Agreement for Transportation Services with American Logistics Company, LLC**

The Superintendent recommends that the Board of Education approve a transportation services agreement with American Logistics, LLC as supplemental services for existing transportation needs.

It is recommended that the Board of Education approve a transportation services agreement between the Glendale Unified School District and American Logistics Company, LLC (ALC) effective January 1, 2018, through June 30, 2019.

District staff has performed due diligence with additional research to find alternatives for the District's transportation needs. American Logistics Company (ALC) is a transportation management company that serves several school districts throughout California. ALC is able to provide immediate services by leveraging route optimization that will provide savings to the District, as well as guarantees efficiencies, safety and accountability, including real-time GPS tracking while our students are transported to and from their homes.

The authority to issue this contract is pursuant to Public Contract Code 20118, which the Board of Education approved on August 15, 2017, authorizing District staff to use the National Intergovernmental Purchasing Alliance. ALC was awarded a national transportation contract #R141501.

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT (“Agreement”) is entered into as of **January 1, 2018**, between American Logistics Company, LLC (“Contractor”) and Glendale Unified School District (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **National Intergovernmental Purchasing Alliance (IPA), Contract No. R141501**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on **January 1, 2018** and end on **June 30, 2019**. At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a “Renewal Term”) on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Independent Contractor Drivers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with independent contractor drivers who will provide actual transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or independent contractor driver in a position

requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor's Rights

Except as it relates to the entering into of contacts with independent contractor drivers for the purpose of those independent contractors providing transportation services, Contractor shall have no right to assign its rights or obligations under this Agreement.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to

participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor at any time during the term of this Agreement.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District:	<u>Stephen Dickinson</u>	
	<u>Glendale Unified School</u>	District
	<u>223 N. Jackson Street, Glendale, CA 91206</u>	
Phone:	<u>818-241-3111</u>	
Email:	<u>sdickinson@gusd.net</u>	

To Contractor: Craig Puckett, President
American Logistics Company, LLC
901 Calle Amanecer, Ste 260
P: 866.999.3371; Fax: 844.245.0299
Email: CPuckett@ALCSolutions.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-7 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

DISTRICT

By: Stephen Dickinson

Title: Chief Business & Financial Officer

Signed: _____

Date: _____

CONTRACTOR

By: Craig Puckett

Title: President

Signed: _____

Date: _____

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee** (this includes the first 12 miles) regardless of the number of students being transported (from 1 – 6* students, inclusive. Vehicle capacity is determined by student requirements and vehicle availability). An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees ** (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a district is charged for is arrived at by adding together each one-way trip. The district will only be charged for miles incurred while a student or Monitor is onboard

the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the district to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the district requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the district will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation?

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the district \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the district \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-district trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

Example (cont.):

- o **Blended Cost of Multi-District Trip = \$95**
 - Stand Alone Cost of Trip for District A = \$65
 - Stand Alone Cost of Trip for District B = \$80
 - i. District A’s Percent Responsibility = $\text{Trip A}/(\text{Trip A} + \text{Trip B})$
 1. $\$65/(\$65 + \$80)$
 - a. $\$65/\$145 = 44.83\%$
 2. $44.83\% \times \$95 = \42.59
 3. **District A’s Prorated Cost = \$42.59**
 - a. District A’s Savings = \$22.41
 - ii. District B’s Percent Responsibility = $\text{Trip B}/(\text{Trip A} + \text{Trip B})$
 1. $\$80/(\$65 + \$80)$

- a. $\$80/\$145 = 55.17\%$
2. $55.17\% \times \$95 = \52.41
- 3. District B's Cost = \$52.41**
 - a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24 hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

**ATTACHMENT 4 – The District requires the following from all
INDEPENDENT CONTRACTOR DRIVER (s) working with the Contractor**

As required by the District, prior to beginning services transporting students for the District:

1. Identification cards with drivers name and a picture.

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Independent Contracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. Driver shall complete an awareness course covering the following subjects:
 - a. District contract review
 - b. District policies and procedures (as provided)
 - c. Customer service
 - d. ADA sensitivity training and disability awareness

ATTACHMENT 6 – The District requires the following from all VEHICLE(s) providing service through the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. Vehicles will be maintained according to manufactured specifications with records and/or inspection report(s) made available upon request.
2. Vehicles will be clean at all times of service.
3. Vehicles will have window placards visible.

ATTACHMENT 7 – The District requires the following DRUG and/or ALCOHOL TESTING from all Independent Contracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. ALC will confirm that all drivers are enrolled in a random drug and alcohol testing program and are compliant with all applicable Federal, State and local regulations related to the class of vehicle operated.

Glendale Unified **District Contacts**
(Please complete this form and return as soon as possible)

To whom should contract notices be sent?

Name & Title: Stephen Dickinson, Chief Business & Financial Officer
Address: 223 N. Jackson Street
City: Glendale State: CA Zip: 91206
Email: sdickinson@gusd.net Fax: 818-546-2101

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Fritzie Liwanag-Cruz, Accounts Payable Supervisor
Email: fliwanag-cruz@gusd.net
Phone: 818-241-3111 Fax: 818-247-9915

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Betty Ann Harmon, Typist Clerk III
Email: bharmon@gusd.net
Phone: 818-241-3111 ext 1207 Fax: 818-548-7237

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Betty Ann Harmon, Typist Clerk III Emergencies Accidents Behavior
Email: bharmon@gusd.net
Phone: 818-241-3111 ext 1207 Fax: 818-548-7237

Who should we email the No-Show Report to each morning?

Name & Title: Betty Ann Harmon, Typist Clerk III
Email: bharmon@gusd.net

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 13

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Kristine Nam, Communications Director
SUBJECT: **Approval of Contract with Peachjar**

The Superintendent recommends that the Board of Education approve a no-cost contract with Peachjar for distribution of flyers Districtwide.

Peachjar is a service that allows schools and districts to deliver digital flyers to parents. Parents view district-approved flyers via email, on the school website or the GUSD app. Instead of submitting a paper flyer for schools to distribute to families, internal departments and external organizations will submit flyers online. Once approved, the flyers will be automatically distributed to families electronically, streamlining the distribution process for school administrators.

In support of the District's solvency plan and to provide more frequent communications, we hope to implement more digital communications and continuously encourage our families to interact with the District through web and social media channels. Although receiving digital flyers via email or viewing them on our websites and app will be strongly encouraged, schools will still have the option of sending home paper flyers to their families.

Peachjar has been successfully implemented at Pasadena and Arcadia Unified School Districts for the past three years.



Quote

Peachjar

13290 Evening Creek Drive South, Suite 200
San Diego, CA 92128

Date November 20, 2017

Quote # 7112017M2

Expires Nov. 30, 2017

Rep. Jenean Fear

Prepared for:

Glendale USD
223 North Jackson St.
Glendale, CA 91206

Item	Quantity	Description	Rate	Amount
One-time Startup Fee	32	One-time Startup Fee per participating school: Unlimited Use Service includes automated email distribution of flyers approved by District and posting, storage, and management of flyers in school-specific web pages and folders located on a website owned by Peachjar and accessible to parents, school staff, and District staff; access and use of Peachjar’s digital flyer approval management system.	\$750	\$24,000
Discount	32	Promotional Discount: Subject to (1) District executing the attached Order Authorization on or before the expiration date shown above and (2) District completing all “Actions to be Conducted by District” as stated in Section 4 of the attached Order Authorization on or before <u>February 28, 2018</u> , Peachjar agrees to: (i) waive the One-time Startup Fee, and (ii) allow local community organizations to distribute their digital flyers to nearby schools at no cost when promoting a free event or activity that does not encourage participants to join a fee-based program, or include the opportunity to purchase products or services. This service fee waiver for local community organizations shall be made upon request, is <u>not</u> based on the organization’s non-profit status, and is subject to Peachjar’s Community Free Flyer Policy that includes a limitation for organizations using Community Free flyer distribution to 1 posting every 30 days for up to 25 schools.	-\$750	-\$24,000
			Total	\$0.00

Peachjar Order Authorization

ACCOUNT INFORMATION

District Name: Glendale USD

Service Start By Date: February 28, 2018

ACKNOWLEDGEMENTS

Peachjar, Inc. ("Peachjar") will provide District with access and use of Peachjar's digital flyer management system (the "Service") as further described in the attached Quote, subject to the below terms and conditions. This Order Authorization, together with the attached Quote, shall constitute the entire "Agreement"

1. License Grants. Subject to the terms of this Agreement, (1) Peachjar grants District a non-exclusive, non-transferable limited license to use the Service for the approval and distribution of informational digital flyers, and (2), District grants Peachjar a non-exclusive, non-transferable license to use District data only to the extent necessary to provide the Service as described under Section 3 (Authorized Use & Purpose) below. Such license shall survive the termination of this Agreement for a period of up to 12 months, solely for storing backup District data.

2. Fees.

Should District fail to implement the Service on or before the Service Start By Date shown above because it has not fulfilled the Obligations & Actions to be Conducted by District (as set forth below), District agrees to be invoiced and pay a "Late Start Fee" of \$100 per school (\$100 multiplied by the number of schools shown in the Quantity column on the attached Quote), which shall be due 30 days from invoice date. A Late Start Fee shall not apply if District's delay to implement the Service is caused by an Act of God or an event outside of the District's control. There shall be no fee for future renewals in subsequent renewal terms/years. All fees are non-refundable.

3. Authorized Use & Purpose. In conjunction with Section 1 (License Grant) above, unlimited use of the Service shall be provided to District staff, school staff, and the authorized parent group(s) at each school subject to Peachjar's [Terms of Use Policy](#) as set forth on its website. Peachjar will be compensated from external organizations that choose to contract directly with Peachjar for posting and email distribution of their digital flyers through the Service subject to District flyer approval (for which Peachjar has no authority or responsibility over). Peachjar will be solely responsible for billing and collection from such external organizations. District agrees that all participating schools will not distribute paper flyers from external organizations or post/distribute digital flyers from external organizations in a manner that would circumvent Peachjar's compensation. However, schools may place paper copies of flyers in the school office area. Additionally, schools may distribute paper flyers from any source provided that such paper flyer distribution is done in conjunction with digital flyer distribution through the Service. Peachjar will ensure that no digital flyers from external organizations shall be emailed to parents/legal guardians or posted to school webpages through the Service without District approval. District understands and agrees that in conjunction with posting and distributing digital flyers, Peachjar enables communications between approved organizations and parents/legal guardians for the purposes of facilitating sign-ups, providing supplies that may be necessary for participation in activities, and enabling parents/legal guardians to access additional information. Under no circumstances will Peachjar sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data.

4. Obligations & Actions to be Conducted by District. Prior to the Service Start By Date, District agrees to: (i) place an approved Peachjar button (logo with link) on the home page of each school's website; (ii) implement processes to ensure District's Student Information System (SIS) contains a comprehensive list of parent/legal guardian email addresses; (iii) use Peachjar's secure file transfer process to load into the system a full list of all parent/guardian email addresses and update this list to Peachjar through SFTP at least once every 90 days; (iv) place information on the District website to inform external organizations of the Peachjar Service and (v) provide Peachjar with a current contact list of external organizations who have previously distributed flyers.

5. Term and Termination. This Agreement shall commence immediately upon execution of this Order Authorization by District, and continue for one year after the Service Start Date. This Agreement shall automatically renew on the anniversary of the Service Start Date for successive one (1) year periods unless either party provides written notice to the other of its desire not to renew at least 30 days prior to the end the then-current term.

6. Confidentiality and Protection of Information. Peachjar shall use commercially reasonable efforts to ensure that District data will be safeguarded against loss or theft, as well as unauthorized access, disclosure, copying, or use. Peachjar warrants that it complies with FERPA regulations and will not sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data unless required by law, regulation or court order. District represents and warrants that District shall not deliver student email addresses to Peachjar to ensure COPPA compliance and shall maintain confidentiality regarding all pricing terms of this Agreement.

7. Indemnity & Limitations of Liability. District recognizes that Peachjar does not verify the accuracy of information nor filter/review/approve the content that is contained in the digital flyers or provided to District by third-party organizations as part of the digital flyer approval process. The parties shall defend, indemnify, and hold each other harmless from any and all claims, demands, causes of action, lawsuits, liabilities, damages and expenses (including reasonable attorneys fees) arising from the acts or omissions of the other party, its officers, directors, shareholders, employees and agents and sub-agents, and of any other person or persons acting under its or their direction and control, or of any of them. Neither party shall be liable for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, and each party's aggregate liability hereunder shall not exceed the amount of the fees paid or payable by District to Peachjar within the prior 12 months preceding the claim.

Agreed and acknowledged by the following who is authorized to sign on behalf of the District:

Signature: _____

Date: _____

Name: _____

Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 14

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services
Stephen Dickinson, Chief Business and Financial Officer
Dr. Cynthia McCarty-Foley, Assistant Superintendent, Human Resources
Kristine Nam, Communications Director

SUBJECT: **Approval of Revisions to Board Policies Relating to Business and Non-Instructional Operations, Community Relations, and Personnel**

The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 3290 (Gifts, Grants and Bequests); BP 1325 (Advertising and Promotion); BP 4140/4240/4340 (Bargaining Units); and BP 4315 (Evaluation/Supervision) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 3290 – Financial Responsibility – Gifts, Grants and Bequests

CSBA Update: July 2011

Last GUSD Update: December 2002

Staff has reviewed and compared District's Board Policy 3290 against the CSBA updated policy. The attached BP 3290 has been revised to comply with Education Code and federal and state laws.

BP 1325 – Advertising and Promotion

CSBA Update: April 2013

Last GUSD Update: July 2014

Staff has reviewed and compared the District's Board Policy 1325 against the CSBA policy. The attached BP 1325 has been revised to include language pertaining to advertising on school and District websites, social media, and school facilities;

distributing materials that are inconsistent with school objectives; and using school and District logos.

Currently, there is no accompanying Administrative Regulation (AR) to this policy. However, upon approval of the BP, an AR will be created which will include the process for distribution of materials.

Board Policy 4140/4240/4340 – Bargaining Units

CSBA Update: October 2017
Last GUSD Update: September 2015

Attached for the Board’s review are revisions to Board Policy 4140, 4240, 4340, which reflect new laws. The changes prohibit districts from deterring or discouraging employees from becoming or remaining members of an employee organization. The changes also reflect a new law which requires districts to provide employee organizations with specified contact information for new employees in the bargaining unit and to give employee organizations access to new employee orientations (limited in scope to onboarding sessions where newly hired employees are advised of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters).

Board Policy 4315 – Evaluation/Supervision

CSBA Update: August 2014
Last GUSD Update: February 2004

Mandated policy is reorganized to delete separate sections for certificated and classified administrators/supervisors to provide consistency in evaluation purposes and procedures. Policy also revised to emphasize consistency of evaluation procedures with employee contracts and collective bargaining agreements; link staff evaluations to decisions about contract renewal as specified in AR 4312.1 – Contracts; add optional evaluation criteria specified in law; and reflect the revised California Professional Standards for Educational Leaders as adopted by the CTC in February 2014.

Upon approval of the policies, updates to the accompanying Administrative Regulations will be made as needed following current District procedures.

Business and Non-Instructional Operations

Financial Responsibility

Gifts, Grants and Bequests

- A. The Board of Education may accept gifts, grants or bequests in the name of the District. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.
- B. Gifts requiring installation, repair, or continuing maintenance must first be approved by the Chief Business & Financial Officer and responsible program administrator before the Board is requested to accept such gifts. Donated item must be compatible with District operations and meet District specifications for operation and safety.
- C. It is the responsibility of a school, from its own resources, to install, maintain and repair gifts and bequests of equipment.
- D. When gifts, grants or bequests are donated to the Glendale Unified School District for utilization in the funding of a certificated or classified position, the following will take place:
 1. A written notification of intent to fund a particular position (certificated or classified) must be initiated by the Principal at the school site, or as applicable, the responsible administrator at the District Administration Center. This notification, accompanied by the appropriate certificated/classified personnel requisition forms, must then be sent to the Business Services Division. After approval by Business Services, all documentation will be forwarded to the Human Resources Office.
 2. Positions will be funded at the established District salary rate for a minimum of a one-school-year duration and will be established, filled, supervised, reduced or eliminated according to provisions of the Education Code and District policy, practices and procedures.
 3. Total funding including salary, benefits and related costs must be received by Business Services prior to position implementation.
 4. Notification of intent to continue, reduce, or eliminate funding for an ensuing year must be forwarded to the Business and Personnel Offices at least 120 days prior to the conclusion of the school year.

Business and Non-Instructional Operations

Financial Responsibility

Gifts, Grants and Bequests

- E. The District will not assign a monetary value to gifts other than cash presented to the District or any school. The Board of Education will however, respond to each gift with a letter of appreciation to the donor.
- F. Students and their parents are discouraged from presenting gifts to District employees.
- G. Acceptance of any gift or other inducement for potentially inappropriate reciprocal action by a member of the Board of Education or District employee, relating to the operation of the District, is prohibited.
- H. Some vendors of materials and supplies used by the District routinely distribute inexpensive items such as calendars and pens as part of their regular advertising program. Acceptance of these items by employees is not considered a conflict of interest.
- I. The Board shall ensure that acceptance of gift, grants, or bequest does not involve creation of a program which the Board would be unable to sustain when the donation is exhausted.
- J. Any gifts of books and instructional materials shall be accepted only if they meet regular district criteria for selection of instructional materials.

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.

Business and Non-Instructional Operations

Financial Responsibility

Gifts, Grants and Bequests

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
5. The prohibition against the collection of students' personal information except as allowed by law.

Legal Reference: Education Code, Sections 60071-60076

Policy Adopted: 06/1950 (BP 1300); 10/01/1991 (BP 1320)

Policy Amended: 08/1985 (BP 1300); 12/03/1991 (BP 1320); 12/17/2002; 11/28/2017

Formerly BP 1300 & BP 1320

Community Relations

Advertising and Promotion

The Governing Board establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by non-school groups in school-sponsored print and online publications, websites, and social media, and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/ Expression.

Limited Public Forum

Glendale Unified School District desires to promote positive relationships between district schools and the community in order to enhance community support and involvement in the schools. Therefore, the Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians. Events or programs sponsored by a profit-making organization on behalf of a nonprofit organization may be acceptable for distribution depending upon the material itself.
2. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards.
3. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including websites and social media.
4. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product.

Prior to the distribution, posting, or publishing of any non-school group's promotional materials or advertisement, the Superintendent or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent or designee shall require a disclaimer on any non-school group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services.

Community Relations

Advertising and Promotion

Criteria for Approval

The Superintendent or designee shall not accept for distribution any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous.
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools.
3. Are religious, political, or controversial in nature.
4. Discriminate against, attack, or denigrate any group on account of any unlawful consideration.
5. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children.
6. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy.
7. Distribute unsolicited merchandise for which an ensuing payment is requested.

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

The use of District or school names, logos, or images is limited to specific written approval by the Superintendent or designee.

Community Relations

Advertising and Promotion

Legal References: California Constitution Article 1, Section 2
Education Code Sections: 7050-7058; 35160; 35160.1; 35172; 38130-38138
Business and Professions Code Section 25664
U.S. Constitution Amendment 1
Court Cases:
Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044;
Diloreto v. Downey Unified School District, (1999) 196 F.3d 958;
Yeo v. Town of Lexington, (1997) U.S. First Circuit court of Appeals, No. 96-1623
Henry v. School Board of Colorado Springs, (D.Col. 1991) 760 F. Supp. 856
Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350
Lehman v. Shaker Heights, (1974) 418 U.S. 298

Policy Adopted: 10/01/1959

Policy Amended: 09/01/1966; 09/20/1983; 08/06/1985; 05/03/1994; 08/18/1998;
12/17/2002; 07/08/2014; 11/28/2017

(Formerly BP 1430)

Personnel

Bargaining Units

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it.

The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit.

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose:

Personnel

Bargaining Units

(Government Code 3540.1, 3543.4)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Access to Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information on all employees in

Personnel

Bargaining Units

the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Payment of Dues or Service Fee

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization.

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund.

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order.

Personnel

Bargaining Units

Legal Reference: Education Code 45060-45061.5; 45100.5;45104.5; 45108.5; 45108.7;
45168; 45220-45320
Government Code 3540-3549.3; 3540.1; 3543.4; 3545; 6254.3; 6503.5;
53260-53264
Code of Regulations, Title 8, 33015-33490; 33700-33710; 34020; 34055
Court Decisions: County of Los Angeles v. Service Employees
International Union, Local 721, (2011), 192 Cal.App.4th 1409

Policy Adopted: 02/03/2004

Policy Amended: 09/01/2015; 11/28/2017

Formerly BP 4000

Evaluation/Supervision

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position. Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time.

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal

Evaluation/Supervision

- teamwork, and professional learning communities.
3. Culturally responsive instructional strategies to address and eliminate the achievement gap.
 4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement.
 5. High expectations for all students and leadership to ensure active student engagement and learning.
 6. Collaborative professional practices for improving instructional strategies.
 7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior.
 8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth.
 9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators.

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

Legal Reference: Education Code 35171; 44660-44665; 44670-44671; 45113
Government Code 3540.1; 3543.2; 3545

Policy Adopted: 02/28/1983

Policy Amended: 11/04/1986; 08/15/2000; 02/03/2004; 11/28/2017

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 15

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education

SUBJECT: Acceptance of California Partnership Academy Grants

The Superintendent recommends that the Board of Education approve the acceptance of California Partnership Academy Grants of \$74,970 each for the Glendale High School Construction and Technology Academy; the Glendale High School Cosmetology Business and Industry Academy; and the Crescenta Valley High School Academy of Science and Medicine.

In the early 1990's, the Board of Education assembled a task force composed of educators and community leaders to explore and make recommendations on career academies. The report led to creation of academies at all of the District's comprehensive high school and application by three academies for funding under the California Partnership Academy program.

Grants are performance-based and funding is determined by the number of students in the program who meet the required performance criteria of 80 percent attendance and 90 percent credit, plus on-time graduation for seniors up to the maximum amount of \$77,110. Funding requires 90 students (sophomores, juniors, and seniors) be enrolled and meet performance outcomes.

The California Department of Education has awarded each academy \$74,970 for the period July 1, 2017 – June 30, 2019.

Schools must use the funds in accordance with their grant proposal and complete an annual report on their activities and performance outcomes.

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 16

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education

SUBJECT: Revised Course Outline Titles for Use in High Schools in the Area of Career Technical Education

The Superintendent recommends that the Board of Education approve the revisions to course outline titles Graphic Communications Production, Culinary 7-8, and Video Game Design and Programming 1-2 for use in high schools in the area of Career Technical Education.

HIGH SCHOOLS

Department: Career Technical Education

Course Title: Manufacturing & Product Development Internship (formerly Graphic Communications Production 7-8) (formerly Graphic Arts 7-8)

Course Code: 5486V/5487V

Grade Level(s): 11-12

Course Credits: 10

Recommended Prerequisite: Completion of Graphic Communications 5-6 with a C or better

Recommended Textbook: Graphic Communications by Z.A. Prust Publisher The Goodheart-Willcox Company, Inc. 2010

Course Overview: Graphic Communications Production 7-8 is the capstone course for the CTE Graphic Production Technologies pathway. Graphic Communications Production provides students with the opportunity to operate a graphic design and printing business, students will work directly with local businesses and clients. Students will think creatively in developing, designing, or creating new applications, ideas, relationships, systems, or products including artistic contribution. Students will analyze information and evaluate results to choose the best solution for the client. Students communicate with outside organizations, the customers, the public and other external sources in person, in writing, by telephone or via email. Students work both individually and in teams to apply pre-production, production, and postproduction stages, distribution, and evaluation for clients in the community. Students also learn what it takes to run and work for a business as well as being an entrepreneur.

Department: Career Technical Education

Course Title: Food Service & Hospitality Internship (formerly Culinary 7-8) (Capstone) (formerly Bistro 5-6)

Course Code: 5211/5212

Grade Level(s): 11-12

Course Credits: 10

Recommended Prerequisite: C or better in Culinary 5-6

Recommended Textbook: Culinary Essentials, by McGraw-Hill Education ISBN-13: 978-0078883590

Course Overview: Culinary 7-8 is the capstone course in the Food Service and Hospitality Pathway. Students will apply the fundamental techniques of culinary arts, baking and pastry and using it to develop and create their own voice through food. Students will create their own variations of recipes, practice food styling and plating techniques, and learn the basics of food photography.

Students will have opportunities to cater both on and off campus special events. Students will experience all aspects of the food service industry by rotating through a variety of jobs in both the front and back of the house. These skills relate to those needed to obtain employment in the rapidly growing food and hospitality field. Students will explore the current food related career opportunities in the hospitality field and gain employable skills. Resume building and job skills will be covered. Students will have job shadowing opportunities with industry chefs.

Department: Career Technical Education

Course Title: 3D Game Design (formerly Video Game Design and Programming 1-2)

Course Number: 2255V/2256V

Grade Level(s): 9-12

Course Credits: 10

Recommended Prerequisite: None

Recommended Textbook: Creating Games with Unity and Maya by Adam Watkins Published by Focal Press © 2011

Course Overview: Video Game Design and Programming 1-2 is a beginning course for the Arts, Media and Entertainment Pathway. This course is designed to give students a taste of game development and various types of animation and to develop an appreciation for them. Most importantly, students will learn the twenty-first century skills of creativity, critical thinking, communication, collaboration, and technical expertise, which will increase employment capacity across the job market. This two-semester (one year) course will introduce students to the methods and techniques involved in the creation of 3D animations, 3D models and Video Game Design and Computer Programming (as used in video games - Javascript, C#). The techniques and applications taught are used in numerous professional careers including; 3D Animation movies and special

effects, video game design and publishing, Computer Programming, film production, CAD/CAM, engineering, graphic design, military simulations, and the entertainment industries.

Glendale Unified School District

High School

June 20, 2017

Department: Career Technical Education

Course Title: Manufacturing & Product Development Internship (formerly Graphic Communications Production 7-8) (formerly Graphic Arts 7-8)

Course Code: 5486V/5487V

Grade Level(s): 11-12

Course Credits: 10

Recommended Prerequisite: Completion of Graphic Communications 5-6 with a C or better

Recommended Textbook: Graphic Communications by Z.A. Prust
Publisher The Goodheart-Willcox Company, Inc. 2010

Course Overview: Graphic Communications Production 7-8 is the capstone course for the CTE Graphic Production Technologies pathway. Graphic Communications Production provides students with the opportunity to operate a graphic design and printing business, students will work directly with local businesses and clients. Students will think creatively in developing, designing, or creating new applications, ideas, relationships, systems, or products including artistic contribution. Students will analyze information and evaluate results to choose the best solution for the client. Students communicate with outside organizations, the customers, the public and other external sources in person, in writing, by telephone or via email. Students work both individually and in teams to apply pre-production, production, and postproduction stages, distribution, and evaluation for clients in the community. Students also learn what it takes to run and work for a business as well as being an entrepreneur.

Course Content

Semester 1

Unit 1: Classroom and Print Shop Workplace Safety (4 weeks)

Standards:

Common Core Language Standard: 11-12.4

Common Core Writing Standard: 11-12.6

Common Core Statistics and Probability Standards: 3

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12-4

Common Core Scientific and Engineering Practices Standard:

California Anchor Standard for Graphic Production Technologies: 1.0, 4.0, 6.0, 11.0

Graphic Production Technologies Pathway Standard: A5.0, A6.0, A8.0

- A. Summary: Students will examine and explore the scope and expectations related to the safe handling and operation of classroom lab equipment. Students will participate in an equipment orientation, identify and demonstrate required safe equipment handling and classroom safety guidelines. Students will discuss the professional attitudes and communication skills necessary to successfully work in a print shop. Students will explain and demonstrate the correct handling of sharps, paper cutters (guillotine and rotary), rules governing darkroom use and the use of washout sink are discussed. Ergonomics training is also explained and incorporated to ensure the students well-being and personal safety over a lifetime.
- B. Key Assignment: Students will prepare a "Print Shop Safety" tri-fold pamphlet containing a minimum of 300 words that will discuss and identify the potential safety risks associated with working in the print shop and essential practices for a safe working environment for dissemination and presentation to a panel of industry professionals in the community as part of a shop safety awareness campaign.

Unit 2: Principles of Layout and Design (6 Weeks)

Standards:

Common Core Language Standard: 11-12.6

Common Core Writing Standard: 11-12.6

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12.4, 6, 10

Common Core Reading Standards for Literature: 11-12.4

Common Core Statistics and Probability Standards: 1, 3, 5

California Anchor Standard for Graphic Production Technologies: 1.0, 2.0, 8.0, 11.0

Graphic Production Technologies Pathway Standard: A1.0, A2.0, A6.0, A7.0

A. This unit describes how the Principles of design are used in layout. In this lesson students will learn each of the principles of design (contrast, emphasis, balance, dominance, repetition, unity) and given examples of those principles in layout design. Students will then work in groups to analyze how the principles of design are used in a layout and the reproduction of products related to the graphic communications industries.

B. Assignments:

1. Students will research and study the various types of layouts and give an oral presentation on how these effectively work to convey message and meaning to the reader or customer.
2. Students will identify the pros and cons of each layout for reproduction.
3. Students will view a power point presentation: "Principles of Design"
4. Each group will write three key facts from the power point presentation for class discussion.

Unit 3: Digital Media Creation & Editing

(6 Weeks)

Standards:

Common Core Language Standard: 11-12.3

Common Core Writing Standard: 11-12.6, 11-12.7

Common Core Writing for Literacy in History/Social Science and Technical Subjects Standard: 11-12.6

Common Core Reading Standards for Informational Text: 11-12.7

California Anchor Standard for Graphic Production Technologies: 1.0, 2.0, 8.0, 11.0

Graphic Production Technologies Pathway Standard: A1.0, A2.0, A6.0, A7.0

A. This unit focuses on the creation and manipulation of digital graphics using electronic imaging software. Students will edit, retouch, and color correct digital photographs/images. Students will use electronic imaging software to create student projects as well to demonstrate their work to their peers.

B. Assignments:

1. Students will create and manipulate digital files in order to prepare projects related to their social studies academic classes.
2. Students will design a poster and a brochure depicting the history of graphic communications.
3. They will write a brief essay on how traditional and digital files differ.

Semester 2

Unit 4: Pre-press

(5 Weeks)

Standards:

Common Core Statistics and Probability Standards: 1, 3

Common Core Reading Standards for Literature 11-12.4

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12.4

California Anchor Standard for Graphic Production Technologies: 4.0, 10.0, 11.0

Graphic Production Technologies Pathway Standard: A5.0, A6.0, A7.0

- A. This unit focuses in the process of prepress, term used in the graphic communications industries and publishing industries for the processes and procedures that occur between the creation of a layout and the final printing/digital process. Students will analyze and demonstrate the procedures in order to evaluate the workflow of electronic files in order to generate a final publication or printed product.

B. Key Assignments:

1. Students demonstrate the ability to use the appropriate software in order to create and manage a pre-press project.
2. Student will demonstrate effective visual and verbal communications techniques through the use of pre-press procedures.
3. Students will learn to use terminology from computer graphic design and the process of pre-press.
4. Students will exhibit knowledge accumulated from graphic communications to other artistic forms, subject areas, and careers.

Unit 5: Project Management & Customer Communications

(7 Weeks)

Standards:

Common Core Language Standard: 11-12.3

Common Core Writing Standard: 11-12.3, 11-12.8

Common Core Principles of Economics Standard: 12.2

Common Core Writing for Literacy in History/Soc. Sci. and Technical Subjects Standard: 11-12.7

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12.2, 4

California Anchor Standard for Graphic Production Technologies: 1.0, 2.0, 5.0, 7.0, 9.0

Graphic Production Technologies Pathway Standard: A3.0, A14.0

- A. Summary: In this unit, students will be introduced to project management and client communication. Students will learn to plan graphic production projects, prioritize workflow and tasks, and manage deadlines. In addition, students will learn the importance of effective communication with the customer, project team, vendors, and

clients. Because a single individual does not often create production, Students will learn/experience teamwork skills working as a Graphic Production Technology Team to produce a product in this module.

B. Key Assignments:

1. Printing Personnel hierarchy: describe the tasks performed by administration, sales, accounting/job estimation, purchasing, creative & production personnel, proofing, press, bindery, shipping • PDF for collaboration and proofing.
2. Key Assignments: Business & Entrepreneurial Principals/"Live work"
Production Teams. Students working in Production Teams will experience a real working situation producing a printed product for a teacher, office or administration staff, school club or event. Products created by students include: note pads, screen printed T shirts and tote bags, bindery/comb binding books, design and printing of posters and event fliers and large format display printing. Students will create a time card, work order, and job ticket. Students will experience and learn first hand personal responsibility/professional behavior, customer interaction/meetings, quality control/proofing, review production safety issues, product production, teamwork, time management, and knowledge of creating a product from conception to delivery. Students will create a Power Point or Google chrome slide presentation showing step-by-step effort to create a product from conception to delivery and evaluating their effectiveness as a team. Follow up of a group presentation showing samples of their finished product, class question/answer discussion, and group evaluation handout.

Unit 6: Packaging Design & Hand Skills

(5 Weeks)

Standards:

Common Core Language Standard: 11-12.3

Common Core Reading Standards for Literature: 11-12.4

Common Core Statistics and Probability Standards: 1, 3

Common Core Scientific and Engineering Practices Standard: 1, 3, 6

Common Core Statistics and Probability Standards: 1, 3

Common Core Crosscutting Standard 3

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12.4

California Anchor Standard for Graphic Production Technologies: 2.0, 4.0, 10.0, 11.0

Graphic Production Technologies Pathway Standard: A3.0, A4.0, A5.0, A6.0, A7.0

A. Summary: In this unit students will research and learn about branding and

advertising as seen in packaging. Students will develop an understanding of the industry as a whole, the principles of packaging design, materials, color and typography of packaging design. Also, how to handcraft their design once it is printed.

- B. Key Assignment: Students will be asked to either select a brand and product that they feel could use a redesign or invent their own product. Students will research that brand and develop an understanding of its history. Students will go to locations where that product is sold and document their findings. What aisle is it in? What shelf? Who is the target market? Etc. Using InDesign, Photoshop and Illustrator, students will design or redesign the packaging for their selected item. In addition, students will also create an advertisement (either print, billboard, or web) for their product. Students will prepare their files for printing and will output on their own. Students will then cut and glue their comps to complete their package. Some examples may include, a bottle wrap, box design, or a bag design. Students will pitch their design/ redesign to the class using a visual presentation. The class will critique and discuss their successes and places where they could improve. Students will be graded on craftsmanship, originality, content, and concept.

Unit 7: Employability Skills and Employment Portfolio

(5 Weeks)

Standards:

Common Core Language Standard: 11-12.3

Common Core Writing Standard: 11-12.6, 11-12.7

Common Core Reading Standards for Literature: 11-12.4

Common Core Statistics and Probability Standards: 1, 3

Common Core Scientific and Engineering Practices Standard: 3, 6

Common Core Principles of Economics Standard: 12.2

Common Core Reading for Literacy in Science and Technical Subjects Standard: 11-12.3, 4

California Anchor Standard for Graphic Production Technologies: 3.0, 7.0, 8.0

Graphic Production Technologies Pathway Standard: A5.0, A6.0, A7.0, A14.0

- A. Summary: Students will model and explain essential interview strategies and techniques in obtaining a position with an organization and illustrate the importance of teamwork within an organization. Students will prepare an electronic portfolio as well as an industry-recognized portfolio for presentation to potential employers showcasing their coursework that demonstrates their expertise and knowledge within the graphic production technologies pathway and explain the various artifacts included on the portfolio and outline their process and experience.

B. Key Assignment:

1. Students will prepare a 200 word resume, 100 word cover letter, completed

job application, and follow up 50 word thank you letter to include in their 10 slide power point portfolio presentation that will outline their research on career opportunities, interview techniques, and examples of their work in the graphic communication production class. Students will prepare a hard copy in addition to the electronic portfolio for review in addition to the presentation.

2. Key Assignment: Students will prepare a 600-word essay outlining their reflections on what they have learned in the program and how the class has focused their career aspirations and goals.

Additional Recommended Materials -

Adobe Creative Team: Adobe Cc Classroom (Dreamweaver, Illustrator, InDesign, Flash, Photoshop), Adobe, Adobe Press Publisher, 2016 Edition.

Glendale Unified School District

High School

May 23, 2017

Department: Career Technical Education

Course Title: Food Service & Hospitality Internship (formerly Culinary 7-8 Capstone)
(formerly Bistro 5-6)

Course Code: 5211/5212

Grade Level(s): 11-12

Course Credits: 10

Recommended Prerequisite: C or better in Culinary 5-6

Recommended Textbook: Culinary Essentials, by McGraw-Hill Education
ISBN-13: 978-0078883590

Course Overview: Culinary 7-8 is the capstone course in the Food Service and Hospitality Pathway. Students will apply the fundamental techniques of culinary arts, baking and pastry and using it to develop and create their own voice through food. Students will create their own variations of recipes, practice food styling and plating techniques, and learn the basics of food photography. Students will have opportunities to cater both on and off-campus special events. Students will experience all aspects of the food service industry by rotating through a variety of jobs in both the front and back of the house. These skills relate to those needed to obtain employment in the rapidly growing food and hospitality field. Students will explore the current food related career opportunities in the hospitality field and gain employable skills. Resume building and job skills will be covered. Students will have job shadowing opportunities with industry chefs.

Unit #3 Advanced Food Service and Catering (5 weeks)

STANDARDS

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B6.0, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Students will be taught the roles of management in food service and catering. They will demonstrate the concept of exceptional customer service. Students will recognize common customer complaints and the service solutions for preventing or resolving complaints. Students will interact with customers in a positive and responsive manner.
- B. Students will cater an on campus or off campus event as a "team lead." They will be expected to follow all the guidelines learned in class and will be graded accordingly.

Unit #4 Advanced Cooking Techniques and Principles (5 weeks)

STANDARDS

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B6.0, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Various advanced cooking methods will be taught and practiced. Students will practice making and tasting vinaigrettes. They will learn and practice fabricating a chicken. They will evaluate the qualities and properties of food items and ingredients used in their food preparation. Students will continue plating their dishes.
- B. Students will be expected to demonstrate a cooking method, using proper safety and sanitation procedures, cooking techniques and plating aesthetically, according to a rubric.

Semester 2

Unit #5 Soups, Stocks, and Sauces (5 weeks)

STANDARDS

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B6.0, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Students will be introduced to soups, stocks and sauces. They will identify the components of and create a mirepoix, and turn it into various stocks. Stocks will be turned into sauces and soups. Students will identify the colors and basic ingredients of these sauces. They will prepare food by using the correct techniques and procedures specified in various recipes. They will evaluate the qualities and properties of food items and ingredients used in food preparation.
- B. Students will make stock from scratch, reduce to a demi-glaze and store for future use. Students will be required to convert the recipe so that we have a proper amount.

Unit #6 Advanced Plating, Styling and Garnishes

(5 weeks)

STANDARDS

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B6.0, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Students will use styling and garnishing tools to practice advance plating techniques. Paper cones and squeeze bottles techniques will be demonstrated and will be used by the students in a variety of recipes. .
- B. Students will design/garnish a plate of an entree that will incorporate the fundamental techniques of advanced plating, styling and garnishes. They will be assessed on height, balance, color and other aesthetics.

Unit #7 Advanced Baking, Pastry, and Desserts

(5 weeks)

STANDARDS

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Students will produce advanced baked goods and pastries using the correct techniques and procedures, and various finishing techniques. Students will use math to convert recipes and proportions, apply principles of mise en place and prepare the food to a high quality standard. Students will use advanced plating techniques to include accurate portioning and aesthetic presentation skills
- B. Students will make and plate a set of three crepes with a chocolate sauce. They will be graded on overall finished product.

Food Service & Hospitality Internship
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Unit #8 Job Shadow/Portfolio Review
STANDARDS

(5 weeks)

Hospitality Recreation and Tourism

Anchor Standard: 2.0, 4.0, 6.0, 7.0, 8.0, 9.0, 10.0

Food Service and Hospitality Pathway Standard: B1.0, B2.2, B3.4, B5.6, B6.0, B7.0, B8.0, B9.0

CCSS RLST 11-12.3 CCSS WS 11-12.4 CCSS WHSST 11-12.2

- A. Students will participate in a job shadow. They will review employability skills, update their portfolio and add finishing touches.
- B. Students are required to keep a digital portfolio that will serve to showcase their work, including notes, reflections, and photographs of key assignments completed throughout the course. Students will create a digital portfolio and present to the class.

Glendale Unified School District

High School

May 23, 2017

Department: Career Technical Education

Course Title: 3D Game Design (formerly Video Game Design and Programming 1-2)

Course Number: 2255V/2256V

Grade Level(s): 9-12

Course Credits: 10

Recommended Prerequisite: None

Recommended Textbook: Creating Games with Unity and Maya by Adam Watkins
Published by Focal Press © 2011

Course Overview: Video Game Design and Programming 1-2 is a beginning course for the Arts, Media and Entertainment Pathway. This course is designed to give students a taste of game development and various types of animation and to develop an appreciation for them. Most importantly, students will learn the twenty-first century skills of creativity, critical thinking, communication, collaboration, and technical expertise, which will increase employment capacity across the job market. This two semester (one year) course will introduce students to the methods and techniques involved in the creation of 3D animations, 3D models and Video Game Design and Computer Programming (as used in video games - Javascript, C#). The techniques and applications taught are used in numerous professional careers including; 3D Animation movies and special effects, video game design and publishing, Computer Programming, film production, CAD/CAM, engineering, graphic design, military simulations, and the entertainment industries.

- I. **Standards - Common Core State Standards - College and Career Readiness Anchor Standards for Technical Subjects**
 - A. CCSS.ELA-LITERACY.RST.6-8.3
Compare and contrast the information gained from experiments, simulations, video, or multimedia sources with that gained from reading a text on the same topic.
 - B. CCSS.ELA-LITERACY.RST.6-8.4
Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to *grades 6-8 texts and topics*.
 - C. CCSS.ELA-LITERACY.RST.6-8.9
Compare and contrast the information gained from experiments, simulations, video, or multimedia sources with that gained from reading a text on the same topic.
- II. **Standards-Career Technical Education -Game Design and Integration Pathway**
 - A. D2.7 Describe a designer-centric game to highlighting features other than game play and entertainment value.
 - B. D3.1 Implement common programming concepts, including logic operators, conditional statements, loops, variables, events, actions, and handling user input.
 - C. D3.2 Understand the basics of game physics, including collision and motion.
 - D. D3.3 Examine the use of math and physics (such as gravity and friction) in game development
 - E. D3.5 Implement a small video game utilizing mathematics and physics that features at least one moving object (such as a spaceship) which rotates along an axis and moves in whichever direction it is facing after rotation. The game must include collision physics.
 - F. D5.6 Test a classmate's game project and create a bug report for the game. For each error submitted, write steps in sufficient detail so it is identifiable and

reproducible to the developer. Use a metric to identify how critical the error is based on its negative impact on game play.

- G. D9.4 Analyze job and career requirements as related to career interests and opportunities in the game industry.

III. Sample Assessments

- A. Completed Projects – 3D Models - Maya
- B. Completed Projects – 3D Animations - Maya
- C. Exporting Models Maya to Unity3D
- D. Video Game World Design and Creation
- E. Creating Lights – cameras
- F. Using Physics for collisions, gravity, spatial movements, etc.
- G. Programming using C# or Javascript to make the game interactive and perform as designed. Learning to computer program
- H. Publishing the game in different formats so it can be sent via Google drive or dropbox
- I. Cooperative Projects
- J. Game play and competition

IV. Topic of Study - Suggested Time Distribution

First Semester - 20 weeks

- A) Principles and use of Digital Media in society 1 week
 - a) Changes in 3D animation – Special effects
 - b) Making 3D animation movies and video games
 - c) Where is the future going

- B) Using Maya to create 3D Models and Animations 8 weeks
 - a) 3D Coordinate system
 - b) X,Y, Z space and moving in it
 - c) Create 3D polygons and Nurbs
 - d) Texture Mapping – real world
 - e) Animating a model and making a movie
 - f) Exporting a Model and Animation to Unity3D
 - g) Lighting to set your scenes and models
 - h) Rendering models for visualization

- C) Unity Video Game Engine 11 Weeks
 - a) What is a video game
 - b) Using Variables – Classes – Operations- Functions

- c) X, Y, Z space in games
- d) Unity Video Game Engine Interface
- e) Bringing Maya 3D objects into your game- FBX file import
- f) Design the game in screen view and play in game view and why
- g) Creating movement and obstacles in your game, and then creating and writing the physics and programs for them to interact
- h) Creating and moving in your own virtual world
- i) C# programming in Unity Monodevelop to make your game perform and play.

Second Semester - 20 weeks

- A) Team Project -Creating and Developing Your Video Game 10 weeks
- B) Publishing your Video Game for different media play 4 weeks
- C) Presenting and selling your Video Game Online 6 weeks

V. Textbooks and Supplemental Reading Materials

- A) Getting Started in 3D with Maya: Create a Project from Start to Finish - Model, Texture, Rig, Animate, and Render in Maya by Adam Watkins from Focal Press
- B) Learning C# Programming with Unity3d by Alex Okita and CRC Press
- C) Supplemental Materials
 - a. http://curriculum.autodesk.com/student/public/level1/digital/software_id/3/category_id/
 - b. <http://www.computergraphics.com>
 - c. <http://unity3d.com>
 - d. <http://autodesk.com>
 - e. <https://www.youtube.com/user/misterh3d?feature=em-subscribe>
 - f. Autodesk Maya 2017
 - g. Autodesk MudBox 2017
 - h. Unity3D 5.5

GLENDALE UNIFIED SCHOOL DISTRICT

November 28, 2017

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBJECT: **Acceptance of Gifts**

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

- a. College View School PTA wish to donate to the District an Ipad Model A1395 for Andrea Camba to use for student assessment at College View School.
- b. Mr. Donn Molzahn wishes to donate to the District various books for classroom and library use, AR books, 2 teacher desks, and a computer table for use at Dunsmore Elementary School.
- c. Benjamin Franklin Elementary Foundation wish to donate to the District \$4,200.00 to be used to provide a Spanish Intern at Franklin Elementary School.
- d. Benjamin Franklin Elementary Foundation wishes to donate to the District through the Educational Services Department \$3,781.33 to be used to pay for a French-speaking educational assistant to support the FLAG-French Program at Franklin Elementary School.
- e. Crescenta Valley Chamber of Commerce wishes to donate to the District \$80.00 to be used to purchase instructional materials for use at Fremont Elementary School.
- f. Shell Electric Inc. wishes to donate to the District \$100.00 to be used to purchase instructional materials for use at Fremont Elementary School.
- g. Samantha Jackson-Kittle through Your Cause, LLC Trustee for New York Life wishes to donate to the District \$120.00 to be used to purchase instructional materials for use at Fremont Elementary School.
- h. Parents and Community for Fremont School wish to donate to the District \$1,094.98 to be used to purchase headphones for use in the computer lab and the cost of the field trip for 2nd grade students at Fremont Elementary School.
- i. Kent and Holly Bullard wish to donate to the District \$75.00 to be used to support the Fremont Forever Brick fundraiser at Fremont Elementary School.

- j. Fremont 6th Grade Committee wishes to donate to the District \$1,500.00 to be used to pay the deposit for the 6th grade trip to Camp Pali for students at Fremont Elementary School.
- k. Glendale Educational Foundation wishes to donate to the District \$54,921.26 to be used to support various school sites sports and fitness programs in the District.
- l. Glendale High School Student Body wishes to donate to the District \$687.23 to pay for custodial overtime to assist the girls basketball team with their fundraiser at Glendale High School.
- m. Glendale High School Class of 1965 wishes to donate to the District \$1,700.00 to be used to purchase instructional supplies for use at Glendale High School.
- n. Lincoln Elementary School PTA wish to donate to the District \$3,000.00 to be used to purchase books, subscriptions, and supplies for use in the Library at Lincoln Elementary School.
- o. Karin L. Hayes wishes to donate to the District \$225.00 to be used to purchase instructional materials and supplies for use at Monte Vista Elementary School.
- p. M.A.C.K. wishes to donate to the District \$756.41 to be used to purchase supplemental Science Books for 2nd and 3rd grade at Mountain Avenue Elementary School.
- q. M.A.C.K. wishes to donate to the District \$803.00 to be used toward the purchase of display carts for use at Mountain Avenue Elementary School.
- r. Ms. Widad Atto wishes to donate to the District \$100.00 to be used to purchase instructional materials and supplies for use at Muir Elementary School.
- s. Crescenta Valley Chamber of Commerce wish to donate to the District \$215.00 to be used to purchase instructional materials and supplies for use at Rosemont Middle School.
- t. W.A.V.E. wishes to donate to the District \$355.83 to be used to purchase a printer for Mrs. Diekmann's classroom at Verdugo Woodlands Elementary School.
- u. W.A.V.E. wishes to donate to the District \$432.17 to be used toward the purchase of a printer for Mrs. Brown's classroom at Verdugo Woodlands Elementary School.