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

BOARD OF EDUCATION
AGENDA

May 15, 2018
Meeting No. 28
Regular Meeting

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

BOARD OF EDUCATION MEETING NO. 28
Administration Center

May 15, 2018

"Preparing our students for their future."

Please Note Times

4:30 P.M. - **Opening,**
Student Board Member Report,
Public Communications
Presentation,
Acknowledgements and Recognitions

Closed Session

6:45 P.M. - **Return to Regular Meeting,**
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 - 4:30 P.M.

1. Call to Order and Roll Call

2. Pledge of Allegiance led by Student Board Member Amira Chowdhury

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

B. STUDENT BOARD MEMBER REPORT

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

C. 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. A Speaker's allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review.

D. PRESENTATION

1. Thank you Measure S! **10**

The Glendale Unified School District was successful at the election conducted on April 5, 2011 for Measure S, obtaining authorization from the District's voters to issue up to $270,000,000 aggregate principal amount of the District's general obligation bonds.

Staff will present a summary of the completed Measure S Projects, as well as projects in progress, and future projects.

E. ACKNOWLEDGEMENTS AND RECOGNITIONS

a. ***2018 Los Angeles County Math Field Day*** – There were 20 Glendale fourth, fifth, sixth, seventh, and eighth grade students who represented the District on April 28, 2018. Students in Los Angeles County compete in this field day. Students worked in teams of four to solve problems in Problem Solving, Conceptual Understanding, and in Computational and Procedural skills.

F. CLOSED SESSION

1. Instructing designated representative, Mr. Winfred B. Roberson, Jr., 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.

F. CLOSED SESSION - continued

4. Conference with Real Property Negotiators pursuant to Government Code 54956.8

Property: Approximately 40,000 square feet of real property, referred to as a portion of the District Office Site, located at 223 N. Jackson Street, Glendale, California 91206 (Property)

Negotiating Parties: Glendale Unified School District (Proposed Exchangor), Winfred Roberson, Superintendent, Constance Schwindt, Atkinson, Andelson, Loya, Rudd & Romo, and property consultant Sam S. Manoukian, RE/MAX; and one or more representatives from Carmel Partners which may acquire the Property through an exchange agreement pursuant to applicable California law (Proposed Exchange)

Under Negotiation: Instructions to negotiators will concern price and terms of payment as related to the possible exchange of the identified Property.

5. Conference with Legal Counsel - Anticipated Litigation – Initiation of litigation pursuant to section 54956.9(c): One potential case

6. Public Employee Performance Evaluation – Government Code §54957
Title: Superintendent of Schools

G. RETURN TO REGULAR MEETING - 6:45 P.M.

1. Call to Order

H. 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. A Speaker's allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review.

I. INFORMATION

1. Acknowledgements of Service **11**

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.

2. Board of Education Priorities for 2018-2019 **13**

Each year, as part of the overall planning process, the Board of Education establishes annual priorities that identify major focus areas for the District. This report is being presented for the Board of Education to determine its priority for 2018-2019.

3. GUSD Budget and Solvency Plan Update **17**

This report provides information on the Governor's May Revise and an opportunity for the Board to discuss the District's Budget and the updated Solvency Plan.

I. INFORMATION - continued

4. Project Update by Carmel Partners Realty Investors, LLC **18**

Representatives from Carmel Partners Realty Investors, LLC will provide an update on their proposed project. This update will include information that the project has been reduced in size, height, scope, no longer requires a zoning change, no longer includes the elimination of the current 9-unit apartment building, and no longer includes the two empty lots between the administrative building and the 9-unit apartment building.

5. Discussion Regarding the Future Use of Lots 5 and 7 (Related to the Proposed Property Exchange) **19**

Most recently, the District and Carmel Partners have tentatively agreed to exclude Lots 5 and 7 from the property exchange transaction, leaving ownership of the lots with GUSD. This agenda item provides the Board an opportunity to discuss the possibility of creating a joint-use park space in the best interest of the GUSD, City of Glendale, and the community.

6. Secondary Mathematics Textbook Adoption for Integrated Math I - III **21**

This report provides additional information to the Board of Education regarding the adoption of Integrated Math I-III curriculum materials, to be supplemented by additional resources.

7. Proposed Memorandum of Understanding with Glendale Police Department for Camera Access **26**

This report will provide the Board of Education with information on the Glendale Police Department's request to enter into Memorandum of Understanding (MOU) with Glendale Unified School District to provide Glendale Police limited access to the District's surveillance cameras to use in cases of emergency. The limited access will facilitate quick and efficient response rates in instances of danger to students and staff.

8. 2018 Seamless Summer Feeding Option Program **33**

The Glendale Unified School District will be participating in the Seamless Summer Feeding Program (SSFO) for the seventh year this summer. The SSFO Program provides free meals during the summer vacation to children under the age of 18 and the disabled, in low-income areas with at least 50 percent of its children approved for free or reduced price meals under the National School Lunch Program.

9. Commencement and Promotion Exercises for 2018 **36**

Each year, the Board of Education and District Administrators are invited to attend the promotion ceremony at the middle schools and the graduation ceremony at the high schools. Members of the Glendale Community College Board of Trustees have been invited to attend the graduation ceremony at our high schools as well. This report provides the names of those who will be attending the commencement and promotion exercises at the middle and high schools.

10. Agreement with California School Employees Association Dated March 29, 2018 **38**

The Superintendent presents to the Board of Education the Agreement between the Glendale Unified School District and the California School Employees Association dated March 29, 2018.

11. Agreement with Glendale Schools Management Association Dated April 18, 2018 **40**

The Superintendent presents to the Board of Education the Agreement between the Glendale Unified School District and the Glendale Schools Management Association dated April 18, 2018.

I. INFORMATION - continued

12. Proposed New or Revised Board Policies Relating to Instruction and Business and Noninstructional Operations **42**

This report will provide the Board of Education with information on the need to create new or revise existing Board Policies (BP) 6162.5 (Student Assessment); BP 3551 (Nutrition Services Operations/Cafeteria Fund); and BP 3553 (Free and Reduced Price Meals) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

13. Proposed Course of Study Outlines for Use in Middle Schools and High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and Foreign Language **52**

The proposed course of study outlines (Digital Media Essentials; Introduction to Media & Digital Arts; Intro to Digital Studio, and Stage Audio Technologies; Business Computer Applications; and Italian Language and Culture 5-6) 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 and Foreign Language Study Committees. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

14. Proposed Basic and Supplementary Textbooks for Use in Elementary, Middle and High Schools in the Areas of Career Technical Education and Foreign Language **94**

The proposed basic and supplementary textbooks are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the Career Technical Education and Foreign Language Curriculum Study Committees. In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Elementary and Secondary Education Councils have reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

J. ACTION

1. Approval of Agreement with California School Employees Association Dated March 29, 2018 **97**

The Superintendent recommends that the Board of Education approve the Agreement between the Glendale Unified School District and the California School Employees Association dated March 29, 2018 and the associated AB1200 Disclosure of Costs.

2. Approval of Agreement with Glendale Schools Management Association Dated April 18, 2018 **128**

The Superintendent recommends that the Board of Education approve the Agreement between the Glendale Unified School District and the Glendale Schools Management Association dated April 18, 2018 and the associated AB1200 Disclosure of Costs.

3. Approval of Transitional Kindergarten Curriculum Materials Adoption **159**

The Superintendent recommends that the Board of Education approve the adoption of Frog Street Pre-K curriculum materials for Transitional Kindergarten.

J. ACTION - continued

4. Approval of Amendment No. 1 to Independent Consultant Agreement No. 409 with Premier Inspection Services, Inc. for Dunsmore Elementary School Portables Project's DSA Inspection Services **161**

The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 409 with Premier Inspection Services, Inc. for the Dunsmore Elementary School Portables Project's DSA Inspection Services in the amount of $43,500.00.

5. Award of Bid No. 171-17/18 for LED Lighting Upgrade at Various School Sites **174**

The Superintendent recommends that the Board of Education award Bid No. 171-17/18 for LED Lighting upgrades at various school sites to: Chalmers Construction Services, Inc. for Muir Elementary School in the amount of $56,100; and Cybertech Construction Co. for Toll, Roosevelt, Wilson, Rosemont Middle and Glendale High Schools in the amount of $46,936.25.

6. Award and Rejection of Bid No. 170-17/18 for Play Area Improvements at Verdugo Woodlands, R.D. White, Muir, Balboa, and Lincoln Elementary Schools **175**

The Superintendent recommends that the Board of Education award Bid No. 170-17/18 for Play Area Improvements at various school sites: to Cybertech Construction Co. for Muir Elementary School and Additive Alternate No. 2 in the amount of $178,554.00; Paradise Construction & Contract Management, Inc. for Lincoln Elementary School in the amount of $12,400; and reject the bids for Verdugo Woodlands, R.D. White, and Balboa Elementary Schools.

7. Award of RFP PA No. 1 for Copier/MFD Hardware and Services **177**

The Superintendent recommends that the Board of Education approve award of RFP PA No. 1 for Copier/MFD Hardware and Services to Sharp Business Systems in the amount of not to exceed $1,847,090.00.

8. Award of RFP PA No. 2 for Printer/MFP Services and Supplies **204**

The Superintendent recommends that the Board of Education approve award of RFP PA No. 2 for Printer/MFP Services and Supplies to Image IV Systems in the amount of not to exceed $557,000.00.

9. Award of RFP PA No. 3 for Usage Tracking Software **223**

The Superintendent recommends that the Board of Education approve award of RFP PA No. 3 for Usage Tracking Software to Sharp Business Systems in the amount of not to exceed $99,062.00.

10. Resolution No. 32 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC **242**

The Superintendent recommends that the Board of Education adopt Resolution No. 32 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC.

11. Resolution No. 33 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC **246**

The Superintendent recommends that the Board of Education adopt Resolution No. 33 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC.

J. ACTION - continued

12. Agreement with the Los Angeles County Office of Education for the School-Based Medi-Cal Administrative Activities Program Random Moment Time Survey **250**

The Superintendent recommends that the Board of Education approve the agreement with the Los Angeles County Office of Education (LACOE) to reimburse administrative costs related to the California School-based Medi-Cal Administrative Activities Program for 2017-2020.

K. CONSENT CALENDAR

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

1. Minutes **341**

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

a. Regular Meeting No. 27 May 1, 2018

2. Certificated Personnel Report No. 18 **351**

The certificated report recommends approval of the following:

An extension of maternity leave of absence, a child care leave of absence, a change of parental leave of absence, health leaves of absence, family & medical leaves of absence, an extension of family & medical leave of absence, a general purpose leave of absence, opportunity leaves of absence, an additional assignment, a certification authorization, elections hourly/daily, transportation authorizations, revision to previous personnel reports, personal services agreements and a conference/workshop/meeting authorization.

3. Classified Personnel Report No. 17 **361**

The classified report recommends approval of the following:

Medical leave of absence; extension of medical leave of absence; extension of family & medical leave of absence; change of maternity leave of absence; change of parental leave of absence; military leave of absence; election from eligibility list; reclassification; additional assignment temporary - at established rate of pay; change of assignment; election of classified/non-classified/hourly substitutes; personal services agreement; and authorization 2018-2019 indefinite salaries.

4. Warrants **376**

The Superintendent recommends that the Board of Education approve Warrants totaling $23,832,804.09 for April 1, 2018 through May 10, 2018.

5. Purchase Orders **382**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling $1,958,737.14 for the period of April 16, 2018 through April 27, 2018.

6. Appropriation Transfer and Budget Revision Report **397**

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

K. CONSENT CALENDAR - continued

7. Approval of Extension of Contract for Semi-Annual Fire Sprinkler Inspections **412**

The Superintendent recommends that the Board of Education approve the extension of the contract for the inspection of District fire sprinklers with CV Fire Protection, Inc. for the amount of not to exceed $35,250 per year.

8. Acceptance of Career Technical Education Incentive Grant – Round 3 **413**

The Superintendent recommends that the Board of Education accept $969,821 in funding from the Career Technical Education Incentive Grant – Round 3 for the 2017-2019 school years.

9. Approval of Services Agreement between Parker-Anderson Enrichment Program and Glendale Unified School District **415**

The Superintendent recommends that the Board of Education approve a Services Agreement between Parker-Anderson Enrichment Program and Glendale Unified School District in the amount not to exceed $35,000 to provide Summer Academy for identified immigrant students in grades K-5.

10. Acceptance of DonorsChoose Awards **431**

The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support projects submitted by Cerritos and Marshall Elementary Schools.

11. Approval of Revisions to Board Policy Relating to Community Relations **433**

The Superintendent recommends that the Board of Education approve the revisions to Board Policy (BP) 1325 (Advertising and Promotion) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

12. Acceptance of Gifts **437**

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

L. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

M. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

PRESENTATION NO. 1

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Thank you Measure S!**

The Glendale Unified School District was successful at the election conducted on April 5, 2011 for Measure S, obtaining authorization from the District's voters to issue up to $270 million aggregate principal amount of the District's general obligation bonds.

Three series of bonds, totaling $194 million have been issued pursuant to the 2011 bond authorization. Staff will present a summary of Measure S Projects, including:

- Completed new classroom buildings, including ORG projects
- Security upgrades
- Technology upgrades
- Deferred Maintenance projects
- District-wide projects
- HVAC projects at Hoover and Glendale High Schools
- Future Projects approved by the Board
- Funds remaining to be allocated for future projects – $19.7 million

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 1

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 and retirements 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. Hakopian, Jasmen — Effective 4/30/18
   Cafeteria Worker I
   Clark Magnet High School

2. Incandela, Rosa R. — Effective 6/07/18
   6th, 7th and 8th Grade Teacher
   Roosevelt Middle School

3. Jiries, Tania — Effective 4/27/18
   Cafeteria Worker I
   Horace Mann Elementary School

4. Marquez, Cynthia — Effective 5/07/18
   Education Assistant I
   Toll Middle School

5. Matsukata, Lisa S. — Effective 6/08/18
   Japanese Teacher
   Wilson Middle School

Resignations: - Continued

6.	Stroup, Matthew Video production/Cinematography & Technology Literacy Teacher Clark Magnet High School	Effective 6/07/18
7.	Valdes, Rene M. Director Student Support Services	Effective 6/30/18

Retirements:

1.	Clark, Ann Heather Clerk III Crescenta Valley High School	Effective 5/18/18 32 years, 2 months of service
2.	Lalaian, Anita Science Teacher Wilson Middle School	Effective 6/08/18 20 years of service
3.	Treston-Abranian, Sheila 3rd Grade Teacher Verdugo Woodlands Elementary	Effective 6/08/18 21 years of service

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBJECT: Board of Education Priorities for 2018 -2019

Each year, as part of the overall planning process, the Board of Education establishes annual priorities that identify major focus areas for the District. Current Board Priorities, as listed below, have been aligned with the District's Local Control Accountability Plan (LCAP). This report is being presented for the Board of Education to determine its priorities for 2018-2019.

Overview

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

For reference, the 2017-2018 priorities and progress towards them are listed below:

1. **Promote a culture of "Caring, Trust and Inquiry."**

2. **Promote and implement the Board-adopted Local Control Accountability Plan.**

3. **Use Board-adopted budgetary principles to maintain District fiscal integrity and stability of instruction and programs.**

4. **Continue the Measure S sequence planning, as promised, and determine options for future projects.**

Once the Board establishes its priorities for 2018-2019, these priorities, which are done in conjunction with the Local Control Accountability Plan goals, will guide districtwide and individual school improvement efforts.

2017-2018 BOARD PRIORITIES

Evidence that supports our efforts towards these goals:

Promote a culture of "Caring, Trust, and Inquiry."
1. Interns provided by Child Welfare and Attendance to address students' social/emotional needs. A full-time Homeless and Foster Youth Counselor was hired to address students' social/emotional needs.
2. Percent of employees who strongly agree or agree that, "my supervisor cares about my professional growth and development" increased from 67% to 72% based on the Employee Culture Survey.
3. 80% of employees strongly agree or agree that, "in GUSD we care about every student," based on Employee Culture Survey (first time this question has been asked).
4. 73% of employees strongly agree or agree that, "my supervisor promotes trust and collegiality among staff" based on Employee Culture Survey (first time this question has been asked).
5. Percent of parents who strongly agree or agree that, "staff at this school care about students" remained high at 83% based on Parent Culture Survey.
6. 70% of parents strongly agree or agree that, "there is an adult at this school my child trusts to talk to when he/she is in need" based on Parent Culture Survey (first time this question has been asked).
7. 63% of students state that all or most of the "staff at school care about you" based on Student Culture Survey (decreased from 75% in 2017).
8. More than half of students (51%) state that all or most of the time there is "an adult at school you trust to talk to when you are in need" based on Student Culture Survey (dropped from 64% in 2017).
9. In order to provide care to students in crisis, all Special Education psychologists at school sites are providing social emotional support and crisis intervention to students.
10. The Special Education department created three Behavior Support Teams "BST" that have provided assistance to general education and special education students, teachers and support staff.
11. In an effort to establish trust and a positive rapport with parents, the Special Education department created a dedicated pre-school assessment team that conducted over 270 assessment to date.
12. The Special Education department provided individual and group counseling to over 250 students and parents with IEP's.
13. Classified Staff Development Day implemented.

Promote and implement the Board-adopted Local Control Accountability Plan.
1. Engagement: Full Implementation of PBIS in all schools – Beginning stages of Restorative Practice implementation. **2.** Engagement: 0.2% or higher reduction of suspension rates for students with disabilities, American Indian/Alaska Native, and Filipino. **3.** Engagement: 4.4% Decrease in overall suspension by Hoover High School. **4.** Engagement: No suspensions for students at Toll Middle School who participated in Challenge Day (over 100 students). **5.** Development of LCAP-aligned dashboard to assist schools in targeting greatest areas of growth. **6.** To address the social emotional needs of students, the Special Education staff has trained all secondary teachers and counselors on suicide prevention. **7.** Special Education has implemented the Sonday Reading Program in all Elementary Schools to meet the academic achievement goals in the area of Language Arts as set forth in the LCAP plan. **8.** LCAP updates presented at every Board meeting.

Use Board-adopted budgetary principles to maintain District fiscal integrity and stability of instruction and programs.
1. Accomplished a year-end closing with zero audit finding in all aspects of accounting. **2.** Received $22,885 of credit incentives from American Express by reaching out to the vendors and processing payments through credit card (solvency). **3.** Implemented over $5 million in 2017-18 Solvency Plan items -- maintained Positive Certification with LACOE. **4.** Negotiated wage increases for 2016-17 and 2017-18. **5.** Continue taking advantage of 1.2% discounts from Nutrition Services vendor by making timely payments (solvency). **6.** Successfully implemented MedImpact PM (Solvency). **7.** Increased free and reduced meal application submission by 7.8% as of May 7, 2018.

Continue the Measure S sequence planning, as promised, and determine options for future projects.
1. Completion of a new 1-story, 6 classroom ORG Building at Lincoln Elementary. **2.** Completion of a new 2-story, 20 classroom ORG Building at Fremont Elementary. **3.** Completion of a new 2-story, 10 classroom ORG building at Muir Elementary. **4.** Completion of modernization of science labs at Crescenta Valley High School . **5.** Completion of 2017 Deferred Maintenance Projects. **6.** Re-roofing projects at GHS and HHS to go along with installation of solar panels. **7.** Installation of additional security cameras and secure entryways. **8.** Installation of additional classrooms at Dunsmore Elementary to accommodate FLAG program.

9. Installation of shade structures at various school sites.
10. Allocation of $5M towards districtwide Deferred Maintenance projects.
11. Future projects: GHS aquatic center; HHS pool renovation; CVHS pool renovation; CMHS STEM building. CVHS bleachers; HVAC at P.E. coaches' office; and districtwide voice amplification.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 3

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
Craig Larimer, Financial Analyst

SUBJECT: **GUSD Budget and Solvency Plan Update**

The Los Angeles County Office of Education (LACOE) has required that the District submit a Solvency Plan for 2018-19. A draft plan was created with input over the past several months, and was reviewed with the Board of Education in November 2017 and December 2017.

An updated draft of the Solvency Plan will be presented to the Board of Education for review and input, along with a discussion of next steps. In June 2018, the Board must adopt the 2018-19 Budget along with the final Solvency Plan.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Project Update by Carmel Partners Realty Investors, LLC**

The Board of Education, by way of a Board resolution, previously declared its intention to exchange District owned property located at 223 N. Jackson Street, Glendale, California for the property owned, or will be owned, by Carmel Partners located 425 East Colorado Street, Glendale, California. Subsequently, the District entered into an Exchange Agreement with Carmel Partners Realty Investors, LLC, providing for the exchange of the District Office Site with the Carmel Property.

Representatives from Carmel Partners Realty Investors, LLC will provide an update on their proposed project. This update will include information that the project has been reduced in size, height, scope, no longer requires a zoning change, no longer includes the elimination of the current 9-unit apartment building, and no longer includes the two empty lots between the administrative building and the 9-unit apartment building.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 5

TO: Board of Education

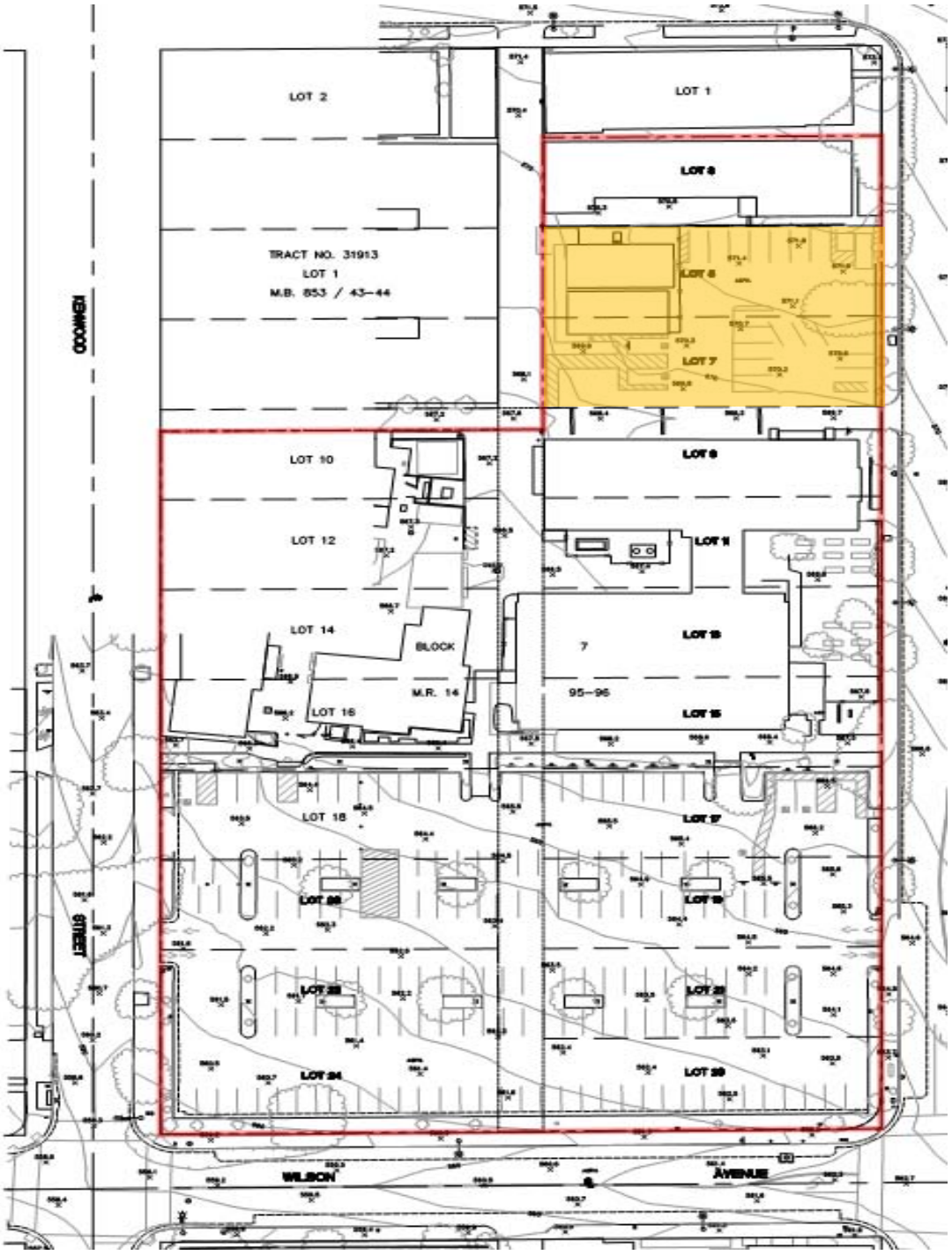
FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Discussion Regarding the Future Use of Lots 5 and 7 (Related to the Proposed Property Exchange)**

The Board of Education, by way of a Board resolution, previously declared its intention to exchange District owned property located at 223 N. Jackson Street, Glendale, California ("District Property") for the property owned, or will be owned, by Carmel Partners located 425 East Colorado Street, Glendale, California ("Carmel Property") pursuant to Education Code section 17536 et seq. and subsequently entered into an Exchange Agreement between Glendale Unified School District and Carmel Partners Realty Investors, LLC ("Carmel Partners") providing for the exchange of the District Office Site with the Carmel Property.

Most recently, the District and Carmel Partners have tentatively agreed to exclude Lots 5 and 7 from the property exchange transaction, leaving ownership of the lots with GUSD. The Board may discuss the possibility of creating a joint-use park space in the best interest of the GUSD, City of Glendale and the community. Discussion may include: process, timeline, cost, and joint-use agreement.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WILSON
AVENUE

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 6

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Secondary Mathematics Textbook Adoption for Integrated Math I-III**

Overview

Staff is bringing back additional information about College Preparatory Mathematics at the request of the Board of Education including information regarding the selection process for math textbooks for Integrated Math I, II, and III.

Curriculum Development and Evaluation Process

Board Policy and Administrative Regulations 6141, "Curriculum Development and Evaluation," states that the recommendation for curriculum adoption should be based on:

- Analysis of effectiveness of the existing District curriculum
- Alignment of the proposed curriculum with expectations establish by the Board and the State Board of Education
- Evidence of proven effectiveness of the proposed curriculum in raising student achievement
- Applicability and accessibility of the curriculum to all students
- The estimated cost to purchase, adapt, and/or develop the curriculum
- Resources required to implement the curriculum
- The extent to which instructional materials meet criteria established by law and the District
- Any potential impact on other parts of the educational program

The Administrative Regulations further state the procedures for the review and selection of instructional materials/textbooks:

1. Curriculum Study Committee reviews eligible instructional materials/textbooks
2. Committee representatives share selection criteria with school staff
3. Staff reviews proposed instructional materials/textbooks
4. Committee representatives solicit feedback from school sites, leadership teams, parent advisory groups and public review
5. Each secondary school is to have an opportunity to be represented on the committee with each vote based on the number of sections offered at that site

6. Curriculum Study Committee recommends instructional materials/textbook adoption to Secondary Education Council (secondary principals)
7. Secondary Education Council recommends instructional materials/textbook adoption to the Superintendent
8. Instructional materials/textbook adoption is approved by Board of Education

Results of Integrated I Math Textbook Pilot

GUSD secondary math teachers piloted two textbooks for adoption for Integrated Mathematics courses. Piloting occurred in all middle school and high school Integrated Math I classrooms. A team of 11 high school teachers from across the District also piloted lessons from the Integrated Math II and III books from both publishers.

Results of Growth on Pre/Post Assessments

CPM	HMH
63%	48%

Teacher Analysis of Programs

	Content Alignment	Standards for Mathematical Practice Alignment	Planning, Support and Materials
CPM	3.9	3.7	3.4
HMH	3.6	3.3	3.2

Using a five-point rubric, teachers ranked CPM slightly higher than HMH for content alignment, standards for mathematical practices, and planning, support and materials.

Pilot Teacher Votes

Ballots were provided to department chairs and were collected on Wednesday, March 28. Ballots were counted and results were sent to department chairs. One hundred percent of pilot teachers cast ballots.

Integrated Math I - III	
Curriculum	**# Teacher Votes**
HMH	19
CPM	18

Secondary Education Council - Principal Input

The process, data, and teacher vote breakdown were shared with the secondary principals on March 29, 2018. After lengthy discussions and debate on which programs better meet the needs of both students and teachers, the principals voted on their recommendation on the secondary math adoptions.

Curriculum	# Middle School Principal Votes	# High School Principal Votes
HMH	1	1
CPM	2	4

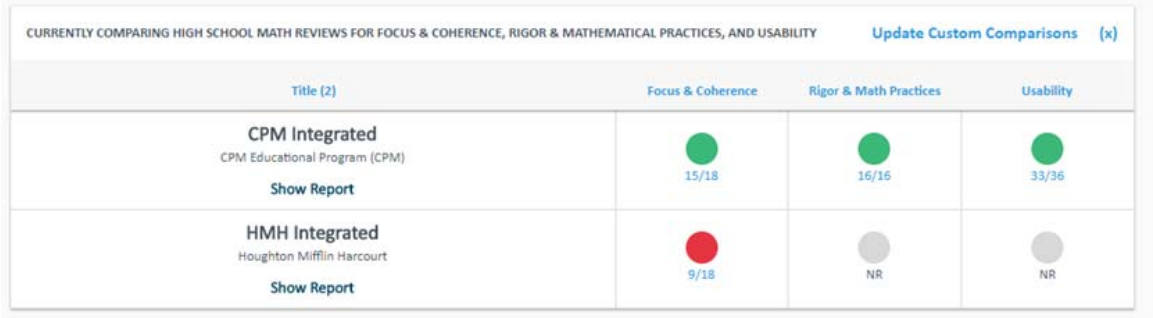
Parent Survey Results (139 Responses)

All parents of students in Integrated Math I were sent an electronic survey and asked to provide their input. Responses were collected April 19 – 24, 2018.

Curriculum	Based Upon Your Student's Experience, Which Program Was More Effective in Helping Your Student Learn and Understand the Mathematical Concepts?
HMH	73%
CPM	27%

Research Evaluating Both Programs

EdReports.org is an independent nonprofit designed to improve K-12 education. Drawing upon expert educators, EdReports.org's evidence-based reviews of instructional materials supports districts' adoption processes.



Based on the independent review of both CPM and HMH, EdReports found that CPM met criteria for focus and coherence, rigor and math practices, and usability. HMH did not meet the criteria for focus and coherence and as such was not reviewed for rigor and math practices or usability. EdReports' definition of "focus and coherence" is:

> The instructional materials are coherent and consistent with "the high school standards that specify the mathematics which all students should study in order to be college and career ready." (p. 57 of CCSSM)

EdReports found that CPM:

- Attends to the full intent of the Common Core State standards and the modeling process
- Spends a majority of time on the widely applicable prerequisites from the Common Core State Standards
- Requires students to engage at a level of sophistication appropriate to high school
- The rigor is thoroughly attended to and interwoven in a way that focuses on addressing specific standards
- Balances procedural skill and fluency, application, and conceptual understanding within individual courses and across the series as a whole
- Materials are well designed and take into account effective lesson structure and pacing

Comparative Costs

CPM	HMH
$85 per student	$125 per student
Includes: teacher editions, student textbooks, manipulatives, professional development (3 years), online resources	Includes: teacher editions, student textbooks, online resources and Skills workbooks

Supplementary Resources Needed

Discussions among teachers and CSC members throughout the process make it clear that supplementary resources are needed to bolster the program with the strengths offered by the other program. With a CPM adoption, additional resources will be needed to help teachers integrate in direct instruction and practice. Upon Board approval of an adoption, the Teaching & Learning department will work with a committee of Integrated Math I-III teachers to determine the best supplementary resources, including resources from the curriculum not adopted as core materials.

Options Considered for Curriculum Adoption

1. Single adoption of HMH with supplementary materials
2. Single adoption of CPM with supplementary materials

Recommendations

The Superintendent continues to recommend a single adoption.

The Superintendent recommends a three-year adoption of curriculum for 2018-19, 2019-20, and 2020-21 with a new review of curriculum to occur in 2020-21 for consideration moving forward.

After careful consideration of all factors and the administrative regulations for curriculum development and evaluation, the Superintendent recommends a single adoption of CPM for Integrated Mathematics I – III to be supplemented by additional resources.

The Superintendent further recommends a committee of math teachers be brought together to determine what supplementary materials will address student and teacher needs.

The Superintendent further recommends that all Integrated I, II, and III teachers receive the necessary professional development and support to make the instructional shifts necessary to implement CPM with fidelity.

Finally, the Superintendent recommends that the Teaching and Learning team schedule a series of parent/guardian meetings to be held at each high school to introduce CPM to the parents/guardians and to provide parents/guardians with resources to assist their student(s) at home as needed.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 7

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
SUBJECT:	**Proposed Memorandum of Understanding with Glendale Police Department for Camera Access**

In response to concerns about school shootings and the need for quick and efficient response rates in instances of danger to students and staff, the Glendale Police Department (GPD) asked if the Glendale Unified School District (GUSD) would consider entering into a Memorandum of Understanding (MOU) to give Glendale Police limited access to the District's surveillance cameras to use in cases of emergency. An MOU was drafted and reviewed by legal counsel for GUSD and legal counsel for Glendale Police (see attached).

Access to the camera systems would allow Police Dispatch to guide and direct first responders to the portion of a school campus that needs immediate support rather than necessitating a slower search. Informed directions could significantly decrease response time to intervene and stop an intruder given the size and complexity of many GUSD school campuses.

If approved by the Board of Education, the Glendale Police would only be authorized to access the cameras:

1. During normal business (5:00 a.m. to 11:00 p.m.) hours or at other times when students or staff are expected to be in areas covered by the CCTV system digital feed, the GPD may access the CCTV system digital feed as follows:
   - In an emergency to protect the health or safety of a student or other person.
   - In response to a 911 call or other emergency situation.
   - In response to police activity or suspected criminal activity.
   - In response to a District request.

2. After normal business hours, including weekends and holidays when students and staff are not expected to be on campus:
   - For training purposes.
   - In an emergency to protect the health or safety of a student or other person.
   - In response to a 911 call or other emergency situation.
   - In response to police activity or suspected criminal activity.

- In response to a District request.

The GPD would access the District's CCTV system by utilizing secured remote access. When accessing the District's CCTV system, GPD personnel would use computers located in the Communications Dispatch Center, the Watch Commander's Office, and designated police vehicles, by mutual agreement of the District and GPD.

Access will be permitted by use of authorized accounts set up by the District, which will be username and password protected. GUSD has the ability to track access by these authorized accounts.

Should it be necessary for the GPD to obtain a digital recording of any video from the CCTV system, the GPD would contact the District's Superintendent or the District Superintendent's designee to make the appropriate requests according to the District's protocols and procedures. The GPD would not be allowed to record, preserve, or publish any video or other images from the CCTV system by using a separate device, such as by taking photos or video footage on a smart phone, except in the case where the capture of an image would assist responding officers in the identification of a suspect, area, or object in their response to an incident. An example of this would be to put out a photo image of an intruder or active shooter found on a school campus.

At the direction of the Board, this item will be brought back for approval at a future Board meeting.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GLENDALE AND THE GLENDALE UNIFIED SCHOOL DISTRICT REGARDING GLENDALE POLICE DEPARTMENT ACCESS TO CLOSED CIRCUIT TELEVISION SYSTEM

The Memorandum of Understanding ("MOU") is entered into as of the date of the later signature below ("Effective Date"), by the Glendale Unified School District ("District") and the City of Glendale ("City"), (collectively "Parties" hereto).

RECITALS

WHEREAS, the City provides the District with emergency services, including police, fire, and paramedic services as such are needed from time to time;

WHEREAS, the District has installed cameras and a closed circuit television (CCTV) system throughout its facilities to aid in safety and security of students, staff, and property;

WHEREAS, the District's CCTV system has ability to allow the City of Glendale Police Department ("GPD") to access the system;

WHEREAS, the Parties are concerned about the safety of students, staff, police and personnel fire personnel, and the general public during emergencies and calls for service and desire to respond to situations in the most efficient manner possible;

WHEREAS, the parties recognize that during emergency situations, the parties would derive substantial benefit from the ability to share information quickly from CCTV system with the GPD;

WHEREAS, the Parties recognize that certain privacy concerns exists in allowing the GPD to access the District's CCTV system and thus the purpose of this MOU is to describe the protocols for the GPD to access the CCTV system operated by the District;

WHEREAS, the access described in this MOU is intended to provide policing services for the benefit of the community, while protecting student and staff privacy and complying with State and Federal laws and regulations regarding confidential student information; and

WHEREAS, the Parties have agreed to the terms of this MOU to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the parties agree as follows:

DRAFT

I. ACCESS AUTHORIZED

The District's cameras are located in public places and record video only, not audio. In order to assist in policing efforts for the benefit of the community, the GPD, in cooperation, consultation, and coordination with the District, may, at its own expense, access the District's CCTV system. The GPD may access the CCTV system within the parameters described in this MOU in order to, assess, evaluate or resolve an ongoing emergency, or suspected criminal conduct occurring within the community.

II. NO OBLIGATION TO MONITOR

The District acknowledges and agrees that under no circumstances shall the City or the GPD be required to access the CCTV system for any reason. Further, the District has no obligation to continuously monitor the CCTV system, nor does the District have any expectation that the City or the GPD will provide continuous monitoring of the CCTV system.

III. MECHANISM FOR ACCESS

The GPD may access the District's CCTV system by utilizing secured remote access. When accessing the District's CCTV system, GPD personnel will use computers located in: the Communications Dispatch Center, the Watch Commander's Office, and designated police vehicles, by mutual agreement. Access will be permitted by use of authorized accounts set up by the District, which will be username and password protected.

IV. ACCESS PROTOCOLS

In order to comply with State and Federal student privacy laws, the GPD may access the CCTV system digital feed within the context of standard dispatch and law enforcement duties to assist officers when responding to calls and incidents as more specifically described in Paragraphs A and B below.

A. During normal business (5:00 a.m. to 11:00 p.m.) hours or at other times when students or staff are expected to be in areas covered by the CCTV system digital feed, the GPD may access the CCTV system digital feed as follows:

1. In an emergency to protect the health or safety of a student or other person;
2. In response to a 911 call or other emergency situation;
3. In response to police activity or suspected criminal activity ; and
4. In response to a District request.

B. After normal business hours, including weekends and holidays when students and staff are not expected to be on campus:

1. For training purposes;
2. In an emergency to protect the health or safety of a student or other person;
3. In response to a 911 call or other emergency situation;
4. In response to police activity or suspected criminal activity ; and
5. In response to a District request.

DRAFT

V. DIGITAL RECORDING REQUESTS

Should it be necessary for the GPD to obtain a digital recording of any video from the CCTV system, the GPD shall contact the District's Superintendent or the District Superintendent's designee to make the appropriate requests according to the District's protocols and procedures. The GPD may not record, preserve, or publish any video or other images from the CCTV system by using a separate device, such as by taking photos or video footage on a smart phone except in the case where the capture of an image would assist responding officers in the identification of a suspect, area, or object in their response to an incident.

VI. PRIVACY

The GPD and the District shall comply with all applicable laws, policies, and regulations regarding the use of the CCTV system and the use and disclosure of recordings and images taken by the CCTV system. Further, the City and District will comply, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. section 1232g and California student privacy laws.

VII. INDEMNIFICATION

A. The City shall indemnify, defend and hold harmless the District, its governing board, members of its governing board, officers, agents, and employees from any losses liabilities, claims, suits, damages, expenses, costs, and actions of any kind, nature, and description, including, but not limited to, attorney's fees and costs, arising from the City's alleged unlawful use or unauthorized use of the CCTV system or the information including videos and images obtained therefrom.

B. The District shall indemnify, defend, and hold harmless the City, its City Council, members of its City Council, officers, agents, and employees from any and all losses, liabilities, claims, suits, damages, expenses, costs and actions of any kind, nature, and description, including, but not limited to, attorney's fees and costs, arising from the District's alleged unlawful use or unauthorized use of the CCTV system or the information including videos and images obtained therefrom.

C. The indemnification, hold harmless and defense obligations herein shall survive the termination of this MOU.

VIII. DISPUTE RESOLUTION

The City's Chief of Police and the District's Superintendent, or their designees, agree to meet to discuss and resolve any issues arising from this MOU.

DRAFT

IX. GOVERNING LAW

This MOU shall be governed in all respects by the laws of the State of California. The exclusive venue for any action arising out of or related to this MOU shall be in the state or federal courts of Los Angeles County, California.

X. INDEPENDENT CONTRACTORS

No employer-employee relationship is created or established between the District and any of the City's employees pursuant to this MOU.

XI. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by all the Parties hereto.

XII. ASSIGNMENT

The Parties hereto shall not assign this MOU or any of its rights or obligations without the other party's prior written consent. All the duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the City, City's Police Department and the District. Any attempted assignment or delegation shall be void and ineffective for all purposes.

XIII. NOTICES

All notices must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address given below or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office, or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided as set forth under the terms of this paragraph, on the date of the transmission of the facsimile.

All notices shall be addressed to the appropriate party as follows:

CITY: Chief of Police
Glendale Police Department
131 N. Isabel St.
Glendale, CA 91206
Tel. No. 818 548-3140
Fax No. 818 507-0967

DISTRICT: Superintendent of Schools
Glendale Unified School District
223 North Jackson Street
Glendale, CA 91206
Tel. No. 818 241-3111
Fax No. 818-548-9041

XIV. SEVERABILITY

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

XV. TERMINATION

Either Party may terminate this Agreement upon providing the other party with 30 days written notice.

XVI. COUNTERPARTS

This MOU may be executed in counterparts, with the same legal effect as though each party executed a single document.

CITY OF GLENDALE

_____ _____

Yasmin Beers Date
City Manager

GLENDALE POLICE DEPARTMENT

_____ _____

Carl Povilaitis Date
Chief of Police

GLENDALE UNIFIED SHOOL DISTRICT

_____ _____

Winfred B. Roberson, Jr. Date
Superintendent of Schools

DRAFT

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent of Schools

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Jennifer Chin Gonzales, Director, Nutrition Services Department

SUBJECT: **2018 Seamless Summer Feeding Option Program**

The Glendale Unified School District will be participating in the Seamless Summer Feeding Option (SSFO) Program for the seventh year this summer. The SSFO Program provides free meals during summer vacation to children under the age of 18 and the disabled, in low-income areas with at least 50 percent of its children approved for free or reduced price meals under the National School Lunch Program.

This year, the following ten sites will serve SSFO free lunches:

- Glendale High School
- Hoover High School
- Roosevelt Middle School
- Toll Middle School
- Wilson Middle School
- Casa Verdugo Library
- Glendale Central Library
- Grandview Library
- Library Connection at Adams Square
- Pacific Park

All five participating school sites will be serving free lunches during summer school from June 11-July 13, 2018. They will offer their summer menu to students; then offer a limited menu to the community. Casa Verdugo Library, Glendale Central Library, Grandview Library, Library Connection at Adams Square, and Pacific Park will be offering a rotating menu to the community from June 11-August 10, 2018.

Attached is a flyer with more information regarding the 2018 Seamless Summer Feeding Option Program.

FREE LUNCH

FOR ALL CHILDREN UNDER 18

June 11, 2018 through July 13, 2018
(Monday – Friday)
* NO LUNCH SERVED ON JULY 4th *

Roosevelt Middle School
(222 E. Acacia Avenue)

Summer School Students ONLY
10:25 a.m. – 10:45 a.m.

Public: All children under 18
10:45 a.m. – 11:15 a.m.

Toll Middle School
(700 Glenwood Road)

Summer School Students ONLY
10:55 a.m. – 11:15 a.m.

Public: All children under 18
11:15 a.m. – 11:45 a.m.

Wilson Middle School
(1221 Monterey Road)

Summer School Students ONLY
10:10 a.m. – 10:30 a.m.

Public: All children under 18
10:45 a.m. – 11:15 a.m.

FOOD MUST BE EATEN ON PREMISES

June 11, 2018 through July 13, 2018
(Monday – Friday)
* NO LUNCH SERVED ON JULY 4th *

Glendale High School
(1440 E. Broadway)

Summer School Students ONLY
10:30 a.m. – 10:50 a.m.

Public: All children under 18
11:00 a.m. – 11:30 a.m.

Hoover High School
(651 Glenwood Road)

Summer School Students ONLY
10:10 a.m. – 10:30 a.m.

Public: All children under 18
10:45 a.m. – 11:15 a.m.

GLENDALE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
FEEDING THE FUTURE

(818) 552-2677
www.gusd.net/nutritionservices

June 11, 2018 through August 10, 2018
(Monday – Friday)
* NO LUNCH SERVED ON JULY 4th *

Pacific Park
(501 S. Pacific Avenue)
11:30 a.m. – 12:30 p.m.

Glendale Central Library
(222 E. Harvard Street)

Grandview Library
(1535 Fifth Street)
11:45 a.m. – 12:45 p.m.

Casa Verdugo Library
(1151 N. Brand Boulevard)
11:30 a.m. – 12:30 p.m.

(Monday – Thursday)

Library Connection at Adams Square
(1100 E. Chevy Chase Drive)
11:30 a.m. – 12:30 p.m.

In partnership with GLENDALE UNIFIED SCHOOL DISTRICT, glendale Community Services & Parks, glendale Library, Arts & Culture

FREE LUNCH FOR ALL CHILDREN UNDER 18

FOOD MUST BE EATEN ON PREMISES

ALMUERZO GRATIS PARA TODOS LOS NIÑOS MENORES DE 18 AÑOS

DEBEN COMERLO EN EL PLANTEL ESCOLAR

무료 점심 18 세 이하의 모든 아동들에게 제공

음식은 학교에서 먹어야 합니다.

ԱՆՎՃԱՐ ՃԱՇ 18-Ի ՑԱԾՐ ՏԱՐԻՔ ՈՒՆԵՑՈՂ ԵՐԵԽԱՆԵՐԻ ՀԱՄԱՐ

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PACIFIC PARK SUMMER LUNCH MENU

(Two-Week Rotating Menu)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Turkey Corn Dog Turkey & Cheese on Whole Grain French Roll Baby Carrots Bean Salad Raisins Milk	Chicken Patty on Whole Grain Bun Soy Butter and Grape Jelly Sandwich on Whole Grain Baby Carrots Zucchini Sticks Banana Milk	Chicken Nuggets w/Roll Turkey & Cheese on Whole Grain French Roll Baby Carrots Persian Cucumber Fruit Cup Milk	Cheeseburger on Whole Grain Bun Soy Butter and Grape Jelly Sandwich on Whole Grain Baby Carrots Grape Tomatoes Apple Milk	Hot Grilled Cheese Sandwich Turkey & Cheese on Whole Grain French Roll Corn Cobbette Broccoli Florets Nectarine Milk
French Bread Pepperoni Pizza Turkey & Cheese on Whole Grain French Roll Baby Carrots Bean Salad Raisins Milk	Chicken Patty on Whole Grain Bun Soy Butter and Grape Jelly Sandwich on Whole Grain Baby Carrots Zucchini Sticks Banana Milk	Oven Baked Drumstick w/Roll Turkey & Cheese on Whole Grain French Roll Baby Carrots Persian Cucumber Fruit Cup Milk	Turkey Hot Dog on Whole Grain Bun Soy Butter and Grape Jelly Sandwich on Whole Grain Baby Carrots Grape Tomatoes Sliced Apples Milk	Bean & Cheese Burrito Turkey & Cheese on Whole Grain French Roll Corn Cobbette Broccoli Florets Plum Milk

Preparing our students for *their* future

Menu subject to change

This institution is an equal opportunity provider.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Commencement and Promotion Exercises for 2018**

Each year, the Board of Education and District Administrators are invited to attend the promotion ceremony at the middle schools and the graduation ceremony at the high schools. Members of the Glendale Community College Board of Trustees have been invited to attend the graduation ceremony at our high schools as well. This report provides the names of those who will be attending the commencement and promotion exercises at the middle and high schools.

COMMENCEMENT & PROMOTION EXERCISES FOR 2018

SCHOOL	DATE/TIME/ LOCATION	GUSD BOARD MEMBER	GCC BOARD OF TRUSTEES	DISTRICT ADMINISTRATOR
Clark Magnet High	Wednesday, June 6, 2018 Amphitheater, 5:30 p.m.	Greg Krikorian	Dr. Armine Hacopian	Stephen Dickinson
Crescenta Valley High	Wednesday, June 6, 2018 CVHS Field, 5:00 p.m.	Dr. Armina Gharpetian Jennifer Freemon	Tony Tartaglia	Dr. Cynthia M. Foley
Daily High & Young Parent Education Program, Verdugo Academy	Wednesday, June 6, 2018 1st United Methodist Church, 1:30 p.m.	Jennifer Freemon	Ann Ransford	Winfred Roberson
Glendale High	Wednesday, June 6, 2018 Moyse Field, 6 p.m.	Shant Sahakian	Yvette Vartanian Davis	Dr. Kelly King
Hoover High	Wednesday, June 6, 2018 Ferguson Field, 6 p.m.	Nayiri Nahabedian	Dr. Vahé Peroomian	Winfred Roberson
Roosevelt Middle	Wednesday, June 6, 2018 Ron Grace Sports Complex, 8:30 a.m.	Shant Sahakian Jennifer Freemon		Dr. Cynthia M. Foley
Rosemont Middle	Wednesday, June 6, 2018 Amphitheater, 8:30 a.m.	Greg Krikorian		Dr. Kelly King
Toll Middle	Wednesday, June 6, 2018 Toll Athletic Field, 8:30 a.m.	Nayiri Nahabedian		Winfred Roberson
Wilson Middle	Wednesday, June 6, 2018 Wilson Field, 9:30 a.m.	Dr. Armina Gharpetian		Stephen Dickinson
College View	Friday, May 25, 2017 9:15 a.m. Multi-Purpose Room	Jennifer Freemon		Winfred Roberson
FACTS	Tuesday, June 5, 2018 PAEC 10 a.m.	Greg Krikorian		Winfred Roberson

GUSD Board of Education: Gregory S. Krikorian, President; Jennifer Freemon, Vice President; Dr. Armina Gharpetian, Clerk; Shant Sahakian, member; Nayiri Nahabedian, member.
Winfred B. Roberson, Jr., Superintendent of Schools

GCCD Board Members: Ms. Ann Ransford, President; Dr. Vahé Peroomian, Vice President; Mr. Tony Tartaglia, Clerk; Ms. Yvette Vartanian Davis, Member; Dr. Armine Hacopian, Member.
Dr. David Viar, Superintendent/President

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 10

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT:	**Agreement with California School Employees Association Dated March 29, 2018**

The Superintendent presents to the Board of Education the attached Agreement between the Glendale Unified School District and the California School Employees Association dated March 29, 2018

On March 29, 2018, representatives from the Glendale Unified School District and the California School Employees Association reached a tentative agreement on Article 5 – Wages. CSEA membership ratified this agreement on April 19, 2018. The agreement is to use a 1.5% increase to fund a new Step 9 retroactive to July 1, 2016.

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3/29/18 12:20 PM
CMF

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE CHAPTER 3
AND
THE GLENDALE UNIFIED SCHOOL DISTRICT
3/29/18

Article 5 – Wages

CSEA proposes to use the 1.5% towards a new STEP 9 retroactive to the July 1, 2016.

For the Association :

Stacy Toy, CSEA

For the District:

Cynthia McCarty-Foley, Ed.D.
GUSD Assistant Superintendent, HR.

Stephen Dichinson, CBO

John W. Bowles, Assistant Director Classified Personnel

Zepure Haleopian, Director, HR

Christo Benitez, Associate Principal CVHS

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION ITEM NO. 11

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT:	**Memorandum of Understanding with Glendale Schools Management Association dated April 18, 2018**

The Superintendent presents to the Board of Education the attached Memorandum of Understanding between the Glendale Unified School District and the Glendale Schools Management Association dated April 18, 2018. Below are the terms of the MOU:

1. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2016 for the 2016-2017 school year.

2. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2017 for the 2017-2018 school year.

April 18, 2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENDALE UNIFIED SCHOOL DISTRICT
AND
GLENDALE SCHOOLS MANAGEMENT ASSOCIATION

1. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2016 for the 2016-2017 school year.

2. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2017 for the 2017-2018 school year.

Karen Stegman — 4-19-18
Karen Stegman — Date
GSMA President

Cynthia M. Foley — 4-19-18
Cynthia M. Foley, Ed.D. — Date
Asst. Superintendent, HR

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 12

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
SUBJECT:	**Proposed New or Revised Board Policies Relating to Instruction and Business and Noninstructional Operations**

This report will provide the Board of Education with information on the need to create new or revise existing Board Policies (BP) 6162.5 (Student Assessment); BP 3551 (Nutrition Services Operations/Cafeteria Fund); and BP 3553 (Free and Reduced Price Meals) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 6162.5 – Student Assessment

CSBA Update March 2018
Last GUSD Update N/A

Staff is recommending the Board adopt a new policy, based upon CSBA language, that reflects a new law, AB 1035, which addresses the use and purpose of interim and formative assessments that are part of the California Assessment of Student Performance and Progress, prohibits their use for high-stakes purposes as defined, and requires that teachers who administer the assessments have access to all pertinent functions and information.

BP 3551 – Nutrition Services Operations/Cafeteria Fund

CSBA Update: March 2018
Last GUSD Update: September 2014

BP 3551 is updated to reflect new law (SB 250) which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. The section of the Board Policy on "Procurement of Foods, Equipment, and Supplies" reflects new law (SB 730) which requires the California Department of Education (CDE) to provide information about the Buy American provision; new law (AB 822) which requires a preference for California-grown agricultural products with specified exceptions; and new law (SB 544) which clarifies that

procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance.

BP 3553 – Free and Reduced Price Meals

CSBA Update: March 2018
Last GUSD Update: May 2016

BP 3553 is updated to reflect new law (SB 138) which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship.

The proposed new and revised BPs are being presented for first reading. Should the consensus of the Board be to move forward, the policies will be presented at the June 4, 2018 Board meeting for approval. Upon approval of the policies, updates to accompanying Administrative Regulations will be made as needed following current District procedures.

Copies of the proposed new and revised BPs are attached to this report.

Instruction

Student Assessment

The Board of Education recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the District shall use a variety of measures, including District, state, and/or national assessments.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in District programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the District to identify and review student achievement goals in the District's local control and accountability plan, evaluate District educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

In selecting or developing any District assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and test publisher's directions, and that test administration procedures are fair and equitable for all students.

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

When Districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

Interim and Formative Assessments

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

Instruction

Student Assessment

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

Individual Record of Accomplishment

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests required and administered as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649.

2. The results of any end-of-course examinations taken.

3. The results of any vocational education certification examinations taken.

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

Legal Reference: Education Code Sections 313; 10600-10610; 44660-44665; 49558; 51041; 51450-51455; 52052; 52060-52077; 60600-60649; especially 60640-60649; 60800; 60810-60812; 60900
Code of Regulations, Title 5 Sections 850-864
United States Code, Title 20 Section 9622

Policy Adopted: --/--/2018

Business and Non-Instructional Operations

Nutrition Services Operations/Cafeteria Fund

The Board of Education believes that school nutrition services operations shall be self-supporting, and a not for profit program. ~~Upon recommendation of the Superintendent or designee, the Board shall review and approve meal prices. Program financial reports shall be presented on a regular basis to the Board.~~ To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the District.

The Superintendent or designee shall ensure that all nutrition services administrators and personnel possess appropriate qualifications and receive ongoing professional development related to the effective management and implementation of the District's nutrition services program in accordance with law.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE).

Meal Sales

~~1~~.Meals may be sold to students, District employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

~~2~~.Meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

~~3~~.Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Business and Non-Instructional Operations

Nutrition Services Operations/Cafeteria Fund

~~The Superintendent or designee shall recommend meal prices, based on the costs of providing nutrition services and consistent with Education Code for students and nonstudents for approval by the Board.~~ Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

~~5.~~Donated food commodities are purchased through bids issued by the School Food Services Cooperative.

Cafeteria Fund

~~1.~~The Superintendent or designee shall establish a cafeteria fund independent of the District's general fund.

~~2.~~The wages, salaries, and benefits of nutrition services employees shall be paid from the cafeteria fund.

~~3.~~The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of nutrition services and reasonable and necessary indirect program costs as allowed by law.

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the District or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the District's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive vids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the District shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed

Business and Non-Instructional Operations

Nutrition Services Operations/Cafeteria Fund

the lowest bid or price of a product produced outside of state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the District's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

~~1.~~The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

~~2.~~The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the District's food service program with federal requirements related to maintenance of the nonprofit school food service account, paid lunch equity, revenue from non-program goods, indirect costs, and USDA foods.

Legal Reference: Education Code, Section, 38080-38086; 38090-38095; 38100-38103; 45103.5; 49490-49493; 49500-49505; 49554
California Retail Food Code
Code of Federal Regulations, Title 2, 255; Title 7, 210.1-210.31; 220.1-21
Health and Safety Code, 113700-114437
United States Code, Title 42, 1751-1769j; 1771-1791
United States Department of Agriculture, 250.1-70

Policy Adopted: 08/19/1980; 02/19/1985

Policy Amended: 03/10/1993; 07/19/1994; 02/04/2003; 11/03/2010; 10/15/2013; 09/02/2014; ---/---/2018

Formerly BP 3323 and BP 3562

Business and Non-Instructional Operations

Free and Reduced Price Meals

1. The Board of Education recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the District's food service program.

2. The District shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

3. To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of District schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

4. If any District school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the District shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the District is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

5. The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

~~3.~~ 6. The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use individual records pertaining to student

Business and Non-Instructional Operations

Free and Reduced Price Meals

eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data.

2. ~~In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services.~~

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

If a student transfers from the District to another district, charter school, county office of education program or to a private school, the Superintendent or designee may share the student's meal eligibility information with the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the District has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the District and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education

Business and Non-Instructional Operations

Free and Reduced Price Meals

Code 49557.2, 49557.3, 49558)

Legal Reference: Education Code, 48980; 49430-49434; 49490-49494; 49500-49505; 49510-49520; 49530-49536; 49547-49548.3; 49550-49562
Code of Federal Regulations, Title 7, 210.1-210.31; 220.10-220.21; 245.1-245.13
Code of Regulations, Title 5, 15510; 15530-15535; 15550-15565
United States Code, Title 20, 1232g; 6301-6514
United States Code, Title 42, 1751-1769j; 1771-1791
Welfare and Institutions Code, 14005.41

Policy Adopted: 02/04/2003

Policy Amended: 11/03/2010; 10/15/2015; 05/03/2016; --/--/2018

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 13

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 and High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and Foreign Language**

The proposed course of study outlines (Digital Media Essentials; Introduction to Media & Digital Arts; Intro to Digital, Studio, and Stage Audio Technologies; Business Computer Applications; and Italian Language and Culture 5-6) 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, Visual and Performing Arts, and Foreign Language Curriculum Study Committees. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

MIDDLE SCHOOLS

Department:	**Career Technical Education**
Course Title:	Digital Media Essentials (Offered as a semester alternative to Introduction to Media & Digital Arts)
Grade Level(s):	7-8
School(s) Course Offered:	Roosevelt, Rosemont, Wilson, Toll
UC/CSU Approved (Y/N, Subject):	N/A
Length of course:	Semester
Semester Credits:	5

Recommended Prerequisite: Computer Applications/Computer Literacy

Recommended Textbooks:

- Graphic Communication: Digital Design and Print Essentials, Student Edition, Z. A. Prust and Peggy B. Deal (authors), Goodheart-Willcox Company, Inc., ISBN 978-1-63126-876-2
- Certification Prep: Adobe Illustrator Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-855-7
- Certification Prep: Adobe Photoshop Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-857-1
- Certification Prep: Adobe InDesign Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., 978-1-63126-856-4

Course Overview: Digital Media Essentials is a one semester course in the Arts, Media & Entertainment Industry sector. Students will learn basic foundations of graphic design and computer graphic fundamentals. Specialized curriculum in contemporary media involving digital design, moving graphics and printing will be introduced. This course prepares students for the technology they will use with digital image, printing and focus on careers in the Arts, Media, and Entertainment sector. There are three sectors that fall into three general pathways: Media and Design Arts, Performing Arts, and Production and Managerial Arts. The foundation and pathway standards make explicit the appropriate knowledge, skills, and practical experience students should have to pursue their chosen profession through whatever course of postsecondary, collegiate, and graduate training or apprenticeship it may require.

Department: Career Technical Education

Course Title: Introduction to Media & Digital Arts (Replace Desktop Publishing & Graphics)

Grade Level(s): 7-8

School(s) Course Offered: Roosevelt, Rosemont, Wilson, Toll

UC/CSU Approved (Y/N, Subject): N/A

Course Credits: 10

Recommended Prerequisite: Digital Media Essentials, Computer Applications/Computer Literacy

Recommended Textbooks:

- Graphic Communication: Digital Design and Print Essentials, Student Edition, Z. A. Prust and Peggy B. Deal (authors), Goodheart-Willcox Company, Inc., ISBN 978-1-63126-876-2
- Certification Prep: Adobe Illustrator Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., ISBN 978-1-63126-855-7
- Certification Prep: Adobe Photoshop Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., ISBN 978-1-63126-857-1
- Certification Prep: Adobe InDesign Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., 978-1-63126-856-4

Course Overview: Intro to Media and Digital Arts is an introductory course to the Arts, Media & Entertainment Industry sector. Students will learn basic foundations of graphic design and computer graphic fundamentals. Specialized curriculum in contemporary media involving digital design and moving graphics will be introduced. Careers in the Arts, Media, and Entertainment sector fall in three general pathways: Media and Design Arts, Performing Arts, and Production and Managerial Arts. The foundation and pathway standards make explicit the appropriate knowledge, skills, and practical experience students should have to pursue their chosen profession through whatever course of postsecondary, collegiate, and graduate training or apprenticeship it may require.

Department:	**Visual and Performing Arts**
Course Title:	Intro to Digital, Studio, and Stage Audio Technologies
Grade Level(s):	7-8
School(s) Course Offered:	Toll Middle School
UC/CSU Approved (Y/N, Subject):	N/A
Course Credits:	5 (semester long elective) and/or 10 (year-long elective)
Recommended Prerequisite:	None
Recommended Textbook:	None

Course Overview: Introduction to Digital, Studio, and Stage Audio Technologies is a middle school course that fosters students interest in the technical aspects of digital music design, recording, and editing. It also covers the skills necessary for setting up a home studio, running live stage-based sound reinforcement, and managing the audio portion of live studio broadcasts. It is a pathway course for students interested in taking either stage technology or music technology in high school grades 9-12.

This course covers applications of modern technology to manipulate and create original audio/musical content. The emphasis will be on learning how to use digital audio workstation software to edit single and multi-track recordings. Through the study of the process of digital audio conversion, learning popular musical forms, and knowledge of computer applications, the student will be able to demonstrate technical ability coupled with aesthetic considerations to create high quality original media. These skills will be evaluated through written tests, class projects and in some instances, as opportunities present themselves, school productions.

Students in the course will have the opportunity to participate in the audio production aspects of the school's performing arts groups, daily live broadcasts, and video productions.

This class aligns with Visual and Performing Arts Standards by developing and expanding knowledge of musical forms, technical concepts, historical context, aesthetic judgments, connections in society, pre- and post- production skills, and the different aspects of live theatrical, musical, and visual media productions.

HIGH SCHOOLS

Department:	**Career Technical Education**
Course Title:	Business Computer Applications (Replace year-long Computer Applications 5129/5130)
Grade Level(s):	9-12
School(s) Course Offered:	Crescenta Valley High School
UC/CSU Approved (Y/N, Subject):	Yes; College-Preparatory Elective ("g") / Interdisciplinary
Course Credits:	10
Recommended Prerequisite:	None
Recommended Textbook:	Century 21 Computer Skills & Applications, Hoggart, Shank, Smith 10th Edition; Cengage Learning
Course Overview:	Business Computer Applications is the introductory course in the Business and Finance Industry sector, Business management pathway. Business Computer Applications is an introduction to computer applications as it relates to business and home use. The course introduces software topics in Microsoft Windows,

Microsoft Office, Internet, World Wide Web, electronic mail, file management, and data communications. Hardware topics include PC system components and troubleshooting issues. Other topics include computer-based careers and trends, electronic computing issues, terminology, electronic communication skills, ethics, security, and netiquette in today's business computing environment. Business Computer Applications will provide students with computer knowledge and skills to increase their productivity which will give them a competitive advantage in the job market. Throughout this course, students will master keyboarding QWERTY based on the 21st Century curriculum and will gain the skills needed for 10 key pad mastery. Students will receive a keyboarding and office administration certification.

Department:	**Foreign Language**
Course Title:	Italian Language and Culture 5-6
Grade Level(s):	9-12
School(s) Course Offered:	Hoover High School
UC/CSU Approved (Y/N, Subject):	Pending
Course Credits:	10
Recommended Prerequisite:	Participation in the FLAG Middle School Program with a C or higher Italian Language and Culture 1-2 with a C or higher Italian Language and Culture 3-4 with a C or higher Other fluent bilingual and biliterate students may also be admitted upon assessment and recommendation made by teacher
Recommended Textbook:	Sentieri: Attraverso l'Italia Contemporanea, ISBN: 9781626808058 A Tutto Tondo, Level 1 and 2, ISBN: Level 1: 9788842651635,

Level 2: 9788842651680
Le Strade delle Parole, ISBN: 9788842693321
Italian Grammar Drills, ISBN: 71789677

Course Overview: Italian Language and Culture 5-6 utilizes thematic units from Italian literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and political), demonstrating knowledge and understanding of content across disciplines. Students will increase their ability to comprehend and express themselves in spoken and written Italian. Students will be required to communicate in Italian in a variety of situations and will read selected Italian texts from authentic materials. The course will be conducted entirely in Italian.

Assessments: Various formative and summative assessments will be conducted throughout the course. Projects will be accompanied by an outline of objectives, instructions, and a rubric listing a criteria of expectations. Some of the assessment tools will be:

1. Unit tests measuring listening, reading, and writing proficiency.
2. Oral Exams conducted once a quarter based on a reflective analysis of students' own work.
3. Quizzes measuring grammar, expressions, vocabulary, and reading comprehension.
4. Homework assignments that reinforce skills taught in class.
5. Interviews and presentations that measure listening and speaking skills that could be recorded or done in class.
6. Writing assignments on topics and texts based on the units of study.
7. International assessments, if applicable (CILS, AAPPL).
8. Sections from previous Advanced Placement exams.

Glendale Unified School District

Middle School

Date
*(Meeting date will be typed in **after** Board Approval)*

Department:	Career Technical Education
Course Title:	Digital Media Essentials (Offered as a semester alternative to Introduction to Media & Digital Arts)
Course Code:	(*Educational Services will assign course number **after** Board Approval)*
Grade Level(s):	7- 8
School(s) Course Offered:	Roosevelt, Rosemont, Wilson, Toll
UC/CSU Approved (Y/N, Subject):	N/A
Length of course:	Semester
Semester Credits:	5
Recommended Prerequisite:	Computer Applications/Computer Literacy
Recommended Textbooks:	• Graphic Communication: Digital Design and Print Essentials, Student Edition, Z. A. Prust and Peggy B. Deal (authors), Goodheart-Willcox Company, Inc., ISBN 978-1-63126-876-2 • Certification Prep: Adobe Illustrator Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-855-7 • Certification Prep: Adobe Photoshop Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-857-1 • Certification Prep: Adobe InDesign Creative Cloud, D. Michael Ploor (author), The Goodheart-Willcox Company, Inc., 978-1-63126-856-4
Course Overview:	Digital Media Essentials is a one semester course in the Arts, Media & Entertainment Industry sector. Students will learn basic foundations of graphic design and computer graphic fundamentals. Specialized

curriculum in contemporary media involving digital design, moving graphics and printing will be introduced. This course prepares students for the technology they will use with digital image, printing and focus on careers in the Arts, Media, and Entertainment sector. There are three sectors that fall into three general pathways: Media and Design Arts, Performing Arts, and Production and Managerial Arts. The foundation and pathway standards make explicit the appropriate knowledge, skills, and practical experience students should have to pursue their chosen profession through whatever course of postsecondary, collegiate, and graduate training or apprenticeship it may require.

First Semester-Course Content

Unit 1: **Introduction to Graphic Design** *(2 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, .4.4, .4.3
Common Core Standards: English Language Arts.7-8.LS.C.1.1, 7-8. Reading 2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A1.,A1.2, B.B1.1, B.B1.2
Career Technical Education Arts, Media & Entertainment Pathway Standards: A.A2.3

A. This module introduces students to Graphic Arts Technology and related fields. Students will explore the relationship between Graphic Arts and Graphic Design, Multimedia and Web design, Photography, and Communications. Students are instructed of the class rules and policies and the safety guidelines of equipment use.
B. Demonstrate an understanding of basic concepts by manipulating line, mass, volume, space, rhythm, texture and pattern in their commercial design. Recognize and build on prior knowledge of color theory, illustration, perspective, lettering and technological processes. Understand how basic design principles, typography and illustration are used to persuade, communicate, identify, attract attention or create action in a layout.

EQUIPMENT/SOFTWARE: Adobe Photoshop, Adobe Illustrator, Google

Unit 2: **Elements of Design** *(2 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, 1.4, 2.6
Common Core Standards: English Language Arts ELA.7-8.R.CAGT.2.3, ELA.7-8.R.CAGT.2.5
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B1.1, B.B2.1, B.B5.1

A. This module is designed for students to learn about design elements through projects such as; creating examples of color schemes using graphic software and creating an

original alphabet based on the theme. Each project includes self reflection and a peer review.

B. Color Theory, line, shape, space, texture and value.

EQUIPMENT/SOFTWARE: Adobe InDesign, Adobe Illustrator, Google

Unit 3: Principles of Design *(2 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, 1.4, 2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B2.2, B.B2.1
Common Core Standards: ELA.7-8.R.CAGT.2.6
Common Core Standards: ELA.7-8.R.CAGT.2.5

A. This module is designed for students to learn the principles of design through projects such as; posters, creating original designs that reflect an emotion, magazine covers, product ads, cereal box prototypes, candy wrappers etc. They do a self reflection on their projects and peer review. Some projects include a presentation to the class.
B. Balance, contrast with emphasis on, harmony, movement/rhythm, proportion, repetition/pattern, unity and variety.

EQUIPMENT/SOFTWARE: Adobe InDesign, Adobe Illustrator

Unit 4: **Design Basics** *(3 weeks)*

STANDARDS
Common Core Standards: ELA.7-8.LS.C.1.3, ELA.7-8.R.CAGT.2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A1, A1.2, B.B1.1, B.B1.2 , A2.1, A2.2, A3.1, A2.4, A1.1

A. This module is designed to provide a basic overview of design principles and practices. Students will review types of design, media selection, and visual communication concepts such as composition, typography, and color. Students will gain an understanding of the application of basic graphic art design principles to achieve specific goals.
B. Research and describe how art reflects cultural values in various traditions throughout the world. Take an active part in a small-group discussion about the artistic value of specific works of art, with a wide range of the viewpoints of peers being considered. Research and discuss the role of the visual arts in selected periods of history, using a variety of resources (both print and electronic). View selected works of art from a culture and describe how they have changed or not changed in theme and content over a period of time.

EQUIPMENT/SOFTWARE: Google Art, Google Draw, Adobe CC

Unit 5: **Design Process** *(2 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, 1.4, 2.6
Common Core Standards: ELA.7-8.W.2.5d, ELA.7-8.R.CAGT.2.6,
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A2.4,A2.3, A3.1
Career Technical Education Information Technologies Pathway Standards: B.B3.3

A. This module focuses on developing entry-level skills for desktop publishing and page layout on the personal computer. Students will produce sketches, rough layouts, and comprehensive layouts for a printed documents while using design principles to guide the process. Students will learn to create documents (resumes, flyers, newsletters, brochures) using a variety of computer applications including but not limited to Adobe InDesign, Photoshop, and Illustrator. In addition, students will evaluate graphic arts copies, designs, and layouts for proper grammar, punctuation, and adherence to specifications.
B. Develop a theory about the artist's intent in a series of works of art, Using reasoned statements to support personal opinions. Explain the intent of a personal work of art and draw possible parallels between it and the work of a recognized artist. Analyze the form (how a work of art looks) and content (what work of art communicates) of works of art. Students derive meaning from artworks through analysis, interpretation, and judgment. Know how technology and the arts are interrelated in the development of presentations and productions.

EQUIPMENT/SOFTWARE: Adobe InDesign, Adobe Illustrator, Canva, Google

Unit 6: **Digital Image Creation & Editing** *(3 weeks)*

STANDARDS
Visual And Performing Arts: 7-8 (proficient).AV.MIJ.4.3, MIJ.4.4
Common Core Standards: ELA.7-8.R.CAGT.2.6
Career Technical Education Arts, Media & Entertainment Pathway Standards: C.C1.2, A.A2.3, A2.4
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B2.2 B4.2, B4.4, B5.4,

A. This module focuses on the creation and manipulation of digital graphics using electronic imaging software. Students will learn use electronic imaging software to acquire (import and scan), edit, retouch, and color correct digital photographs. Students will use electronic imaging software to create and manipulate digital Illustrations.

B. Cut it Out!Understanding Graphic File Formats Multiple Artboards in Illustrator Lightning Effect in Photoshop Color and Draw in Photoshop express literature and history as themes for artwork.

EQUIPMENT/SOFTWARE: Scanner, Camera, Printer, Adobe Illustrator or Photoshop

Unit 7: **Caricature Design** *(2 weeks)*

STANDARDS
Common Core Standards: ELA.7-8 R.CAGT.2.6, ELA.8.R.NAGT.3.2,WHST.7-8.4
Career Technical Education Arts, Media & Entertainment Pathway Standards: 4.5, A.2.8, A7.1, A8.1

A. This lesson will teach the student how to take an image and turn it into a "Cartoon" image like the comic books from Marvel and DC comics. This is a simple method, however, there are other variations that advanced users can explore. The assessment of the lesson is for the students to create a one-panel comic using themselves as the character.

B. Student will be able to "cartoon" an image using a common method
Student will be able to objectively evaluate a "cartoon" image based on established criteria. Student will gain a better understanding that there is more than one way in Photoshop to complete a task.

EQUIPMENT/SOFTWARE: Adobe Photoshop or Adobe Illustrator, Google

Unit 8: **Package Design** *(3 weeks)*

STANDARDS
Introduction to Media & Digital Arts AV.MIJ.4.3
Career Technical Education Arts, Media & Entertainment Pathway Standards: .2.3, CRA.CA.5.1
Common Core Standards: ELA.7-8.LS.C.1.1, ELA.7-8.R.CAGT.2.6

A. Students will be introduced to the exciting industry of advertisement. This lesson will introduce students to the advertisement industry and show the different types of advertisement used today with emphasis on print ads. Following a powerpoint presentation, students will find two examples of print ads in magazines then share these ads with the class.
B. The goals for this lesson is to introduce students to the concepts, styles and vocabulary used for creating a successful print ad. At the end of this lesson students should be able to point out parts commonly used in creating a print ad, as well as have a clear understanding of what makes a print ad successful.
C. Toy/Game package design

EQUIPMENT/SOFTWARE: Adobe InDesign, Photoshop or Illustrator, Google

Glendale Unified School District

Middle School

Date
*(Meeting date will be typed in **after** Board Approval)*

Department:	Career Technical Education
Course Title:	Introduction to Media & Digital Arts (Replace Desktop Publishing & Graphics)
Course Code:	(*Educational Services will assign course number **after** Board Approval)*
Grade Level(s):	7-8
School(s) Course Offered:	Roosevelt, Rosemont, Wilson, Toll
UC/CSU Approved (Y/N, Subject):	N/A
Course Credits:	10
Recommended Prerequisite:	Digital Media Essentials, Computer Applications/Computer Literacy

Recommended Textbooks:

- Graphic Communication: Digital Design and Print Essentials, Student Edition, Z. A. Prust and Peggy B. Deal (authors), Goodheart-Willcox Company, Inc., ISBN 978-1-63126-876-2
- Certification Prep: Adobe Illustrator Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., ISBN 978-1-63126-855-7
- Certification Prep: Adobe Photoshop Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., ISBN 978-1-63126-857-1
- Certification Prep: Adobe InDesign Creative Cloud, D. Michael Ploor (author), The Goodheart-Wilcox Company, Inc., 978-1-63126-856-4

Course Overview: Intro to Media and Digital Arts is an introductory course to the Arts, Media & Entertainment Industry sector. Students will learn basic foundations of graphic design and computer graphic fundamentals. Specialized curriculum in contemporary media involving digital design and moving graphics will be introduced. Careers in the Arts, Media, and Entertainment sector fall in three general pathways: Media and Design Arts, Performing

Arts, and Production and Managerial Arts. The foundation and pathway standards make explicit the appropriate knowledge, skills, and practical experience students should have to pursue their chosen profession through whatever course of postsecondary, collegiate, and graduate training or apprenticeship it may require.

First Semester-Course Content

Unit I: **Introduction to Graphic Design** *(3 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, .4.4, .4.3
Common Core Standards: English Language Arts.7-8.LS.C.1.1, 7-8. Reading 2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A1.,A1.2, B.B1.1, B.B1.2
Career Technical Education Arts, Media & Entertainment Pathway Standards: A.A2.3

A. This module introduces students to Graphic Arts Technology and related fields. Students will explore the relationship between Graphic Arts and Graphic Design, Multimedia and Web design, Photography, and Communications. Students are instructed of the class rules and policies and the safety guidelines of equipment use.
B. Demonstrate an understanding of basic concepts by manipulating line, mass, volume, space, rhythm, texture and pattern in their commercial design. Recognize and build on prior knowledge of color theory, illustration, perspective, lettering and technological processes. Understand how basic design principles, typography and illustration are used to persuade, communicate, identify, attract attention or create action in a layout.

EQUIPMENT/SOFTWARE: Adobe Photoshop, Adobe Illustrator

Unit 2: **Elements of Design** *(3 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, 1.4, 2.6
Common Core Standards: English Language Arts ELA.7-8.R.CAGT.2.3, ELA.7-8.R.CAGT.2.5
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B1.1, B.B2.1, B.B5.1

A. This module is designed for students to learn about design elements through projects such as; creating examples of color schemes using graphic software and creating an original alphabet based on the theme. Each project includes self reflection and a peer review.
B. Color Theory, line, shape, space, texture and value.

EQUIPMENT/SOFTWARE: Adobe InDesign, Adobe Illustrator

Unit 3: **Principles of Design** *(3 weeks)*

STANDARDS
Visual And Performing Arts: 1.0, 1.2, 1.3, 1.4, 2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B2.2, B.B2.1
Common Core Standards: ELA.7-8.R.CAGT.2.6
Common Core Standards: ELA.7-8.R.CAGT.2.5

A. This module is designed for students to learn the principles of design through projects such as; posters, creating original designs that reflect an emotion, magazine covers, product ads, cereal box prototypes, candy wrappers etc. They do a self reflection on their projects and peer review. Some projects include a presentation to the class.
B. Balance, contrast with emphasis on, harmony, movement/rhythm, proportion, repetition/pattern, unity and variety.

EQUIPMENT/SOFTWARE:: Adobe InDesign, Adobe Illustrator

Unit 4: **Design Basics** *(4 weeks)*

STANDARDS
Common Core Standards: ELA.7-8.LS.C.1.3, ELA.7-8.R.CAGT.2.6
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A1, A1.2, B.B1.1, B.B1.2 , A2.1, A2.2, A3.1, A2.4, A1.1

A. This module is designed to provide a basic overview of design principles and practices. Students will review types of design, media selection, and visual communication concepts such as composition, typography, and color. Students will gain an understanding of the application of basic graphic art design principles to achieve specific goals.
B. Research and describe how art reflects cultural values in various traditions throughout the world. Take an active part in a small-group discussion about the artistic value of specific works of art, with a wide range of the viewpoints of peers being considered. Research and discuss the role of the visual arts in selected periods of history, using a variety of resources (both print and electronic). View selected works of art from a culture and describe how they have changed or not changed in theme and content over a period of time.

EQUIPMENT/SOFTWARE: Google Art, Google Draw, Adobe CC, Canva

Unit 5: **Design Process** *(4 weeks)*

STANDARDS
Visual And Performing Arts: .8.CE.SPMT.2.
Common Core Standards: ELA.7-8.W.2.5d, ELA.7-8.R.CAGT.2.6,

Career Technical Education Manufacturing & Product Development Pathway Standards: A.A2.4,A2.3, A3.1
Career Technical Education Information Technologies Pathway Standards: B.B3.3

A. This module focuses on developing entry-level skills for desktop publishing and page layout on the personal computer. Students will produce sketches, rough layouts, and comprehensive layouts for a printed documents while using design principles to guide the process. Students will learn to create documents (resumes, flyers, newsletters, brochures) using a variety of computer applications including but not limited to Adobe InDesign, Photoshop, and Illustrator. In addition, students will evaluate graphic arts copies, designs, and layouts for proper grammar, punctuation, and adherence to specifications.
B. Develop a theory about the artist's intent in a series of works of art, Using reasoned statements to support personal opinions. Explain the intent of a personal work of art and draw possible parallels between it and the work of a recognized artist. Analyze the form (how a work of art looks) and content (what work of art communicates) of works of art. Students derive meaning from artworks through analysis, interpretation, and judgment. Know how technology and the arts are interrelated in the development of presentations and productions.

EQUIPMENT/SOFTWARE: Adobe InDesign, Canva

Unit 6: **Digital Image Creation & Editing (Part 1)** *(2 weeks)*

STANDARDS
Visual And Performing Arts: 7-8 (proficient).AV.MIJ.4.3, MIJ.4.4
Common Core Standards: ELA.7-8.R.CAGT.2.6
Career Technical Education Arts, Media & Entertainment Pathway Standards: C.C1.2, A.A2.3, A2.4
Career Technical Education Manufacturing & Product Development Pathway Standards: B.B2.2 B4.2, B4.4,B 5.4,

A. This module focuses on the creation and manipulation of digital graphics using electronic imaging software. Students will learn use electronic imaging software to acquire (import and scan), edit, retouch, and color correct digital photographs. Students will use electronic imaging software to create and manipulate digital Illustrations.

B. Cut it Out!Understanding Graphic File Formats Multiple Artboards in Illustrator Lightning Effect in Photoshop Color and Draw in Photoshop express literature and history as themes for artwork.

EQUIPMENT/SOFTWARE: Scanner, Camera, Printer, Adobe Illustrator, Adobe Photoshop

Second Semester-Course Content

Unit 7: **Typography** *(2 weeks)*

STANDARDS
Common Core Standards: ELA.7-8.LS.C.1.1
Career Technical Education Manufacturing & Product Development Pathway Standards: A.A1.1, B.B1.2, A1.2, B.B1.1

A. This module focuses on the preparation of digital files for printing. Students will gain an understanding of the activities that take place between design and printing to ensure that projects print properly. This module is intended to introduce the concepts of file preparation, proofing, and press checks.
B. Preparing Files for Press
Create an Children's Book (Good follow-up project to Personal Traits in Text)
Creating an Illustration using Adobe Illustrator Pen Tool.

EQUIPMENT/SOFTWARE: Adobe Illustrator, Adobe Photoshop

Unit 8: **Caricature Design** *(4 weeks)*

STANDARDS
Common Core Standards: ELA.7-8 R.CAGT.2.6, ELA.8.R.NAGT.3.2,WHST.7-8.4
Career Technical Education Arts, Media & Entertainment Pathway Standards: 4.5, A.2.8, A7.1, A8.1

A. This lesson will teach the student how to take an image and turn it into a "Cartoon" image like the comic books from Marvel and DC comics. This is a simple method, however, there are other variations that advanced users can explore. The assessment of the lesson is for the students to create a one-panel comic using themselves as the character.

B. Student will be able to "cartoon" an image using a common method
Student will be able to objectively evaluate a "cartoon" image based on established criteria. Student will gain a better understanding that there is more than one way in Photoshop to complete a task.

EQUIPMENT/SOFTWARE: Adobe Photoshop, Adobe Illustratrator

Unit 9: **Package Design (Part 1 & 2)** *(5 weeks)*

Part 1
STANDARDS
Visual And Performing Arts: 7-8 (proficient).AV.MIJ.4.3
Career Technical Education Arts, Media & Entertainment Pathway Standards .2.3,.CRA.CA.5.1
Common Core Standards: ELA.7-8.LS.C.1.1, ELA.7-8.R.CAGT.2.6

A. Students will be introduced to the exciting industry of advertisement. This lesson will introduce students to the advertisement industry and show the different types of advertisement used today with emphasis on print ads. Following a powerpoint presentation, students will find two examples of print ads in magazines then share these ads with the class.
B. The goals for this lesson is to introduce students to the concepts, styles and vocabulary used for creating a successful print ad. At the end of this lesson students should be able to point out parts commonly used in creating a print ad, as well as have a clear understanding of what makes a print ad successful.
C. Toy/Game package design

Part 2
STANDARDS
Visual And Performing Arts: 7-8, A.A2.4, B.B1.2.1.1, A1.4.4.1
Career Technical Education Arts, Media & Entertainment Pathway Standards: SPMT.2.3., CETOA.2.6.,B.B3.1
Common Core Standards: ELA.7-8.LS.C.1.1

A. In this lesson, students will learn how to create a print advertisement and video commercial for a beverage. The lesson will begin with a powerpoint presentation reviewing the different parts of a print ad and examples of student made print ads. Next, students will have an opportunity to choose a product and do some research in preparation for creating their own print ad using photographs taken by them and Photoshop.
B. The goal of this lesson is to teach students about how to create a successful print ad. Also, to have them chose a product that they can research and create a print ad for using learned concepts.

EQUIPMENT/SOFTWARE: Adobe InDesign, Photoshop or Illustrator

Unit 10: **Digital Image Creation & Editing (Part 2)** *(2 weeks)*

Standard:
Career Technical Education Standards: A.A2., A.A2.2, A.A2.3, A.A2.4, B.B1.2.1.1, B.B1.2.1.5, A1.4.4.1
Common Core Standards: ELA.7-8.LS.2.4a

A. This module focuses on the creation and manipulation of digital graphics using electronic imaging software. Students will learn use electronic imaging software to acquire (import and scan), edit, retouch, and color correct digital photographs. Students will use electronic imaging software to create and manipulate digital illustrations.
B. Students will create a custom brush in Illustrator. There are 5 types of brushes within Illustrator and we will only be covering 3, how to make an Art, Scatter and Calligraphic brush. You won't always have brushes, shapes, or objects created for you, so you may

have to make them yourself. Making custom Illustrator brushes couldn't be easier. Students will learn to use Photoshop as a photo-editing tool to alter and manipulate personal images and draw an element of the environment.

EQUIPMENT/SOFTWARE:: Adobe Illustrator, Adobe Photoshop

Unit 11: **Desktop Publishing** *(3 weeks)*

STANDARDS
Career Technical Education Arts, Media & Entertainment Pathway Standards: A.A2.2
A.5.5
Common Core Standards: ELA.7-8.R.CAGT.2.6.,RST.7-8.3
Visual And Performing Arts:.7-8 (advanced) CETOA.2.3.,A.2.6

A. This module focuses on developing entry-level skills for desktop publishing and page layout on the personal computer. Students will produce sketches, rough layouts, and comprehensive layouts for a printed documents while using design principles to guide the process. Students will learn to create documents (flyers, brochures, infographics) using a variety of computer applications including but not limited to Adobe InDesign, Photoshop, and Illustrator. In addition, students will evaluate graphic arts copies, designs, and layouts for proper grammar, punctuation, and adherence to specifications.
B. Several types of scanners- flatbed, sheet fed, handheld, film, students will use a scanner to create a group collage expressing their similarities. In this lesson students apply artistic thinking processes the steps to creating layouts: sketching, thumbnail, rough layout, comprehensive layout and mechanical layout. Students will then go through the process of creating their own thumbnails, rough layout, comprehensive layout and mechanical layout for a magazine cover.

EQUIPMENT/SOFTWARE:: Scanner, Adobe InDesign, Adobe Photoshop, Adobe Illustrator

Unit 12: **Integrated Graphics & Multimedia Production** *(4 weeks)*

STANDARDS
Career Technical Education Arts, Media & Entertainment Pathway Standards: A.A1.1.1.1
A.A1.2.2.3, FS.4.2, FS.4.4, FS.4.5, FS.10.6, .FS.10.10
Common Core Standards: ELA.7-8.R.CAGT.2.6
Visual And Performing Arts: 5 SPMT.2.3

A. This module introduces connections between Graphic Arts Technology and other Media formats. Students will learn how Print, Web, Video, and other forms of Multimedia can be integrated to achieve specific goals. Students will be introduced to photography, video, and multimedia production processes.

B. In this lesson students will create a Logo for a business with the knowledge that this logo will be created for a variety of distribution models. The logo will be

created using a variety of processes including hand drawing, digitizing, and vectoring of the final image. As designers in an increasingly multimedia world, students will be required to know how to deliver content over a variety of platforms: whether it be still images for web or print, or that same still image animated.

EQUIPMENT/SOFTWARE: Adobe Illustrator, Adobe InDesign

Unit 13: **What is a Portfolio?** *(1 week)*

STANDARDS
Common Core Standards: ELA RST.7-8.4.,WHST.7-8.8,SL.7-8.5
Career Technical Education Arts, Media & Entertainment Pathway Standards: A.A1.2.2.2, A.A1.4.4.6, A.A1.5.5.3., FS.3.6

A. In the first lesson of this unit the students will research various animation portfolios and what they entail. They will also identify the professional standards relating to a portfolio and or demo reel. The final step will involve the students self evaluating their own portfolio needs.
B. The students will understand the vocabulary related to a digital portfolio the students will be able to identify the standards utilized within a professional portfolio the students will evaluate and assess their own works of art fo a portfolio

EQUIPMENT/SOFTWARE:: N/A

Glendale Unified School District

Middle School

Date
*(Meeting date will be typed in **after** Board Approval)*

Department:	Visual and Performing Arts
Course Title:	Intro to Digital, Studio, and Stage Audio Technologies
Course Code:	(*Educational Services will assign course number **after** Board Approval)*
Grade Level(s):	7-8
School(s) Course Offered:	Toll Middle School
UC/CSU Approved (Y/N, Subject):	N/A
Course Credits:	5 (semester long elective) and/or 10 (year long elective)
Recommended Prerequisite:	None
Recommended Textbook:	None

Course Overview:

Introduction to Digital, Studio, and Stage Audio Technologies is a middle school course that fosters students interest in the technical aspects of digital music design, recording, and editing. It also covers the skills necessary for setting up a home studio, running live stage-based sound reinforcement, and managing the audio portion of live studio broadcasts. It is a pathway course for students interested in taking either stage technology or music technology in high school grades 9-12.

This course covers applications of modern technology to manipulate and create original audio/musical content. The emphasis will be on learning how to use digital audio workstation software to edit single and multi-track recordings. Through the study of the process of digital audio conversion, learning popular musical forms, and knowledge of computer applications, the student will be able to demonstrate technical ability coupled with aesthetic considerations to create high quality original media. These skills will be evaluated through written tests, class projects

and in some instances, as opportunities present themselves, school productions.

Students in the course will have the opportunity to participate in the audio production aspects of the school's performing arts groups, daily live broadcasts, and video productions.

This class aligns with Visual and Performing Arts Standards by developing and expanding knowledge of musical forms, technical concepts, historical context, aesthetic judgments, connections in society, pre- and post-production skills, and the different aspects of live theatrical, musical, and visual media productions.

First Semester-Course Content

Unit 1: **Digital Information and the Physical Mechanics of Sound** *(2 weeks)*

A. Through this unit students will become familiar with the basic principles of digital coding, the physical mechanics of sound, and how sound is digitally coded. They will learn the information through lecture, videos, and web searches. They will then apply the knowledge in creativity exercises. Students will be assessed with written assignments and tests.

B. An example of an assignment from this unit is to have students devise a simple way to code the English alphabet, then use this system to code a simple message, and finally see if a classmate can decipher their code with the key. Through this process students learn the fundamental idea of how coding is used and become ready to transition into applying that same concept to the binary system of digital coding.

Unit 2: **Digital Storage and Digitizing Sound** *(2 weeks)*

A. Through this unit students will learn the basics of data storage, file compression, and digitizing audio. They will learn the information through lecture, videos, and web searches. Students will have the opportunity to apply what they have learned about digital information and the physical properties of sound from the previous unit by trying to devise their own way to digitize sound. Students will be assessed with informal written assignments and formal written tests.

B. An example of an assignment from this unit is to have students take a graph of a wave and quantize it to discrete digital values. This teaches students to understand what a computer does and sets the foundation for dealing with potential problems in recording digital audio such as issues with clipping.

Unit 3: **Introduction to Recording Audio** *(2 weeks)*

A. Through this unit students will become familiar with the characteristics of high quality audio recordings and the potential issues that arise in the recording process such as equipment noise, environmental noise, and awkward silences. They will use handheld devices such as cell phones to record themselves. Students will then have the opportunity to critique each other's recordings in a class setting. Their work will be graded by the teacher during these critique sessions.

B. As indicated above, an example of an assignment from this unit is to have students break into groups, choose content to be read by each member of the group, and then to record the content being read. Each group will then present their recording to the class for critique. This assignment will help students to begin to develop an ear for identifying issues that can arise while recording audio and to be able to articulating these issues.

Unit 4: **Introduction to Digital Audio Workstations (DAW's)** *(3 weeks)*

A. In this unit students will begin to utilize the school's computer lab. Each workstation will be installed with a DAW such as Pro Tools, Cubase, Audacity, etc. which they will use to start learning basic editing skills such as shifting audio clips around within a single track, splitting up clips into smaller pieces, and using copy, cut, paste, and delete. They will also start to learn how to download, import, and export audio files to and from their DAW's. In addition to DAW's, students will also begin using Google Classroom as a means to access, share, and submit media. Projects the students create will be evaluated by the teacher in Google Classroom.

B. A sample lesson is to have students download an audio file prerecorded by the teacher, import it into their DAW, split the clip into smaller pieces, rearrange them, then save, export, and upload back into Google Classroom for grading. This assignment helps students who have never edited audio to begin to familiarize themselves with software used for editing digital audio.

Unit 5: **Introduction to Song Forms** *(2 weeks)*

A. Through this unit students will first be introduced to music basics such as beats and measures. They will then use that knowledge to begin to understand simple song forms with the primary focus being on the Verse/Chorus form. They will be introduced to the content by guided listening. They will then need to apply this knowledge to school appropriate songs of their own choosing. This unit will

culminate with students guiding the class through a song they have chosen and analyzed themselves. Information in this unit will be given through lecture, and web based research and assignments. Grading of their analyses will take place during the class sharing/guiding process. This unit aligns with VAPA music content standards 1.6 describe larger musical forms; and 3.6 classify by style and genre exemplary musical works and explain the characteristics that make each work exemplary;

B. An example of a lesson in this unit is have students choose a song they are familiar with that is class appropriate, identify its parts, count how many measures there are in each section, then present this knowledge to the class while being evaluated for accuracy by the teacher. This lesson sets the groundwork for future lessons where students will need to alter the structure of existing songs and then eventually create their own short songs.

Unit 6: **Building Editing Skills** *(3 weeks)*

A. In this unit students will continue to build on their editing skills. In addition to what was learned in Unit 4, they will also learn fade-ins, fade-outs, cross-fades, multi-track editing, panning with stereo audio, gain control, and basic effects such as reverb and pitch alteration. Students will learn this knowledge through lecture, instructional video, and simple experimentation. They will complete several short projects which will be submitted and evaluated through Google Classroom.

B. An example of a lesson in this unit is to have students download an audio clip provided by the teacher, copy the clip several times in a single track, then manipulate them by adding different types and amounts of reverb. This will prepare students for unit 8 where they will need to add sound effects to enhance the emotional expression of their audio plays.

Unit 7: **Intro to storytelling via an Interview** *(2 weeks)*

A. In this unit students will learn what it takes to create an engaging and entertaining audio project through the use of an interview. They will start this process by listening critically to examples of professionally recorded and edited interviews. They will then be guided through the interview process and ultimately record and edit their own interviews. The material will be taught through lecture, videos, and listening to guided examples. As with other projects, students will submit work through Google Classroom to be evaluated by the teacher.

B. An example of a lesson from this unit is to have students choose a partner, create a dozen questions to ask this partner, and then ask their questions while recording this practice interview. Students will also need to practice creating impromptu follow-up questions based on answers given to their written questions. After each student gets a chance to interview and be interviewed, they will then listen to the recordings and critique both the technical quality of the recording and the effectiveness of their questions to elicit answers that could be interesting to a listener.

Unit 8: **Radio Play** *(4 weeks)*

A. In this culminating unit students will learn how to plan and record sound effects, environmental sounds, and foley to accompany the audio from a script reading of a play or short story. They will then need to combine it all to produce a multi-track recording that is both recorded with technical precision and edited so that the final product is engaging and entertaining. Students need to apply all the skills learned over the course of the semester in a creative way to be successful with this project. The final fully edited project will be shared via Google Classroom to be evaluated by the teacher.

B. An example of a lesson from this unit is to have students read through an approved script while taking notes as to which sound effects they think will best enhance the written words. They will then need to think of and/or research ways to be able to record the sounds in a classroom setting. This assignment gives students the opportunity to experience what it is like to be a professional recording artist, director, and producer. It also provides the opportunity to consider possible career paths once they are out of school setting.

Second Semester-Course Content

Unit 9: **Recording Equipment** *(2 weeks)*

A. In this unit students will learn about the primary equipment used to record sound and to reinforce live audio. This equipment includes mixing boards and various types of audio cables, microphones, amplifiers and speakers. The information will be presented through video, and lecture and will also be researched by students. This unit will be assessed through a formal written test. This unit aligns with VAPA music content standard 5.3 identify various careers for musicians in the entertainment industry.

B. An example of a lesson in this unit is to have students research a specific mixing board through web searches to fill in missing labels on a worksheet depicting

parts of the same mixing board. Upon completion of this unit students will have the knowledge necessary to make educated decisions about purchasing pro audio equipment in the future and will be prepared to be able to start helping sound technicians run live productions and recording studios.

Unit 10: **Introduction to Music Notation: Reading Rhythms** *(2 weeks)*

A. In this unit students will learn how to read, write, count, and clap standard western music notation for rhythm. This will include recognizing time signatures, clefs, whole notes thru eighth notes including dotted rhythms and rests. Students will also begin to learn how to use music notation software in the music lab. They will be evaluated with written tests, performance based tests, as well as submitting media in Google Classroom. This unit aligns with VAPA music content standards 1.2 read, write, and perform rhythmic and melodic notation in duple, triple, and mixed meters; and 1.3 transcribe simple aural examples into melodic notation.

B. An example of a lesson in this unit is the student will hear various rhythms played by the teacher. Students will then need to count it out loud with the system learned in class and then notate it. After several examples given this way students will then pair up and take turns creating their own rhythms for their partners to hear and write down. This skill is necessary for the compositional aspects of the class content in future lessons.

Unit 11: **Drum Beats and Fills: Rock** *(1 week)*

A. In this unit students will apply what they have learned in the previous unit to basic rock drum patterns. They will see, count, and "air drum" actual rock drum set music. In addition to learning several standard drum beats, they will also learn what drum fills are, when and why they are used, and attempt to create some of their own. Time will also be spent entering these rhythms into music notation software in the computer lab. They will be evaluated with written tests, performance based tests, as well as submitting media in Google Classroom. This unit aligns with VAPA music content standards 1.3 transcribe simple aural examples into melodic notation; and 2.7 improvise melodic and rhythmic embellishments

B. An example of a lesson in this unit is to have students choose a school appropriate song they are already familiar with and try to notate one of the 8, 12, or 16 bar drum set patterns including the fill. They will then share their example with the rest of the class while the teacher evaluates their transcriptions. This skill is necessary for the compositional aspects of the class content in future lessons.

Unit 12: **Introduction to Music Notation: Reading Pitches** *(2 weeks)*

A. In this unit students will take what they have learned about rhythms and add to that the element of pitch. They will learn solfeggio and use this system to sing simple short melodies. They will need to be able to write in the note names and solfeggio when given written musical examples and also be able to transcribe simple aural musical examples played by the teacher in class. Time will also be spent learning to enter pitched notes into their music notation software. They will be evaluated with written tests, performance based tests, as well as submitting media in Google Classroom. This unit aligns with VAPA music content standards 1.2 read, write, and perform rhythmic and melodic notation in duple, triple, and mixed meters; 1.3 Transcribe simple aural examples into melodic notation; 1.4 Sight-read melodies in the treble or bass clef

B. As with learning rhythms, an example of a lesson in this unit is to have students find a school appropriate example of a song they are already familiar with and transcribe the notes and rhythms of the melody. They will then present it to the class while the teacher grades the written portion of the assignment. This skill is necessary for the compositional aspects of the class content in future lessons.

Unit 13: **Creating melodies: The 8 bar phrase** *(1 week)*

A. In this unit students will learn what an 8 bar phrase is and how to identify one. Using their music notation software they will also be required to compose several of their own 8 bar melodies. They will be evaluated based on their creativity and ability to stay within the set form. They will share their best melodies with the class aurally, and with the teacher through media shared in Google Classroom. This unit aligns with VAPA music content standards 1.2 read, write, and perform rhythmic and melodic notation in duple, triple, and mixed meters; and 2.4 compose short pieces in duple, triple, and mixed meters.

B. An example of a lesson in this unit is to have students apply what they've learned about pitch and rhythm to create their own unique 8 bar melodies using their music notation software. This is another step along the way to being able to compose simple rock inspired pieces.

Unit 14: **Introduction to chords and progressions** *(2 weeks)*

A. In this unit students will learn about major, minor, augmented, diminished, and major 7 chords, how to identify and label these basic chords, and how to arrange them in common progressions to set the foundation for basic song writing abilities. They will also learn common progressions such as I-IV-V_7-I and I-V-vi-

IV. They will be evaluated with worksheets, written tests, and media shared in Google Classroom. This unit aligns with VAPA music content standard 1.1 read, write, and perform intervals, chordal patterns, and harmonic progressions.

B. An example of a lesson in this unit is to have students identify chords as major, minor, augmented, or diminished based on aural examples played by the teacher. They will then need to assign roman numerals to chords in written examples also provide by the teacher. This provides the final step before students can applying everything learned since the beginning of second semester to be able to compose basic rock songs.

Unit 15: **Orchestration** *(1 week)*

A. In this unit students will apply everything they have learned since the start of the second semester and begin to write basic songs orchestrated for common rock band instrumentation. They will become familiar with the instruments used in this genre and begin to acquire knowledge of appropriate rhythmic and form based elements of the style. They will be evaluated by media shared in Google Classroom. This unit aligns with VAPA music content standards 1.1 read, write, and perform intervals, chordal patterns, and harmonic progressions; 1.2 read, write, and perform rhythmic and melodic notation in duple, triple, and mixed meters; 1.3 transcribe simple aural examples into melodic notation; 2.4 compose short pieces in duple, triple, and mixed meters; 2.5 compose and arrange simple pieces for voice and instruments, using traditional and nontraditional sound sources, including digital/electronic media; and 4.2 apply criteria appropriate for the style or genre of music to evaluate the quality and effectiveness of performances, compositions, arrangements, and improvisations by oneself and others.

B. As an example of a lesson students will be taught by rote several simple one bar rhythmic motifs appropriate for a rhythm guitar. They will need to enter these rhythms into their music notation software and begin to piece together a basic song which they will later need to embellish. Upon completion of this assignment students will have the skills necessary to create original musical content for future projects.

Unit 16: **Audio for Video** *(4 weeks)*

A. In this unit students will learn the process of adding audio to a video production such as a movie. To accomplish this students will be provided a short excerpt of a middle school appropriate movie with all audio removed. Students will then be required to create their own audio to match the video. In the process they will learn about the different layers of audio such as foley and the sound track. Their

final project will be submitted through Google Classroom to be assessed on the quality of the recorded audio, quality and timing of the editing, and appropriateness of the content given the mood and setting of the video clip. This unit aligns with VAPA music content standards 1.1 read, write, and perform intervals, chordal patterns, and harmonic progressions; 1.2 read, write, and perform rhythmic and melodic notation in duple, triple, and mixed meters; 2.4 compose short pieces in duple, triple, and mixed meters; 2.5 compose and arrange simple pieces for voice and instruments, using traditional and nontraditional sound sources, including digital/electronic media; 4.2 apply criteria appropriate for the style or genre of music to evaluate the quality and effectiveness of performances, compositions, arrangements, and improvisations by oneself and others; and 5.2 identify and describe how music functions in the media and entertainment industries.

B. Although this whole unit is really geared toward producing the one final project, one of the step in the sequence will be to create a list with all audio components the students choose to add with time stamp information as to when each planned clip will start and end. This will teach students the importance of having a vision of what the final version should sound like prior to the recording and editing process.

Unit 17: **Pod Casting** *(3 weeks)*

A. In this unit students will learn the skills to plan and produce a sequence of podcasts. Students, in small groups, will need to choose a theme, conduct research on the areas within their theme, and obtain audio content from various sources to support that theme. Students will submit their episodes on Google Classroom to be assessed on the quality of the recorded audio, quality and timing of the editing, and effectiveness of the content given their theme. This unit aligns with VAPA music content standard 5.2 identify and describe how music functions in the media and entertainment industries.

B. Although this whole unit is really geared toward producing their series, one of the steps in the sequence will be to chose their theme and plan out what specifically each episode will cover and how/where they will obtain the audio clips to cover this content. Just as with unit 16, this will reinforce the importance of having a vision of what the final version should look like prior to the recording and editing process.

Unit 18: **Copy Right Law** *(2 weeks)*

A. In this unit students will learn about the legal ins and outs of using copyrighted music. It will include topics such as what constitutes "fair use," and what it

actually means for something to be labeled "royalty free." Students will gain access to the content through videos, their own research, and direct instruction from the teacher. This unit will culminate with oral presentations made in front of the class and evaluated by the teacher on accuracy and breadth of information shared. This unit aligns with VAPA music content standard 5.2 Identify and describe how music functions in the media and entertainment industries.

B. An example of a lesson in this unit is to have students pair up to research in class what Creative Commons are, and find several examples of specific limitations of licensing found for specific songs on these sites. Students will then share in a class discussion what types of restrictions are put in place. They will end by going back with their partner and finding at least three downloads with completely open licensing. As a result of this lesson students should be able to have a clearer understanding of where to find legally unrestricted music when creating media in the future to be upload to sites such as YouTube and Facebook.

Glendale Unified School District

High School

Date
*(Meeting date will be typed in **after** Board Approval)*

Department:	Career Technical Education
Course Title:	Business Computer Applications (Replace year-long Computer Applications 5129/5130)
Course Code:	(*Educational Services will assign course number **after** Board Approval)*
Grade Level(s):	9-12
School(s) Course Offered:	Crescenta Valley High School
UC/CSU Approved (Y/N, Subject):	Yes; College-Preparatory Elective ("g") / Interdisciplinary
Course Credits:	10
Recommended Prerequisite:	none
Recommended Textbook:	Century 21 Computer Skills & Applications, Hoggart, Shank, Smith 10th Edition; Cengage Learning
Course Overview:	Business Computer Applications is the introductory course in the Business and Finance Industry sector, Business management pathway. Business Computer Applications is an introduction to computer applications as it relates to business and home use. The course introduces software topics in Microsoft Windows, Microsoft Office, Internet, World Wide Web, electronic mail, file management, and data communications. Hardware topics include PC system components and troubleshooting issues. Other topics include computer-based careers and trends, electronic computing

issues, terminology, electronic communication skills, ethics, security, and netiquette in today's business computing environment. Business Computer Applications will provide students with computer knowledge and skills to increase their productivity which will give them a competitive advantage in the job market. Throughout this course, students will master keyboarding QWERTY based on the 21st Century curriculum and will gain the skills needed for 10 key pad mastery. Students will receive a keyboarding and office administration certification.

First Semester-Course Content

Unit 1: **Introduction to Business Applications** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 4.5, 6.8, 10.5, 10.7, 10.9
Information Support & Services Pathway Standards: A1.1, A5.0
Common Core Standards: LS 11-12.1, RSIT 11-12.2

A. Students will be introduced to elements of computer application systems. Understanding and properly utilizing a variety of computer applications and components will enhance their understanding of computers which in turn will build their confidence in their knowledge of computers. Students will learn about and be able to identify the various computer hardware components, various software and their purpose, various programming languages and their purpose, computer-based career and trends within the computer industry; Identify popular software applications such as word processing, spreadsheets, databases, graphics packages, PDFs, electronic mail, and Internet browsing and searching.

B. Student Production: Students will write a report, utilizing a computer, which briefly explains each concept covered within the unit.
Assignment Completion Method: Utilize the Internet and classroom resources to gather information for the report. Utilize computer hardware and software to produce the report.

Student Learning Outcome: Students will understand learned concepts and will create a report to explaining each concept within the unit. Learned Concepts: Computer hardware components; Input/out devices of a computer system; Common features of popular operating systems; Capabilities of the Internet and browsers for the purpose of performing basic navigation over the world wide web; Importance of programming languages; Current computer-based

careers; Appropriate use/application of technology components, and/or software; Web-based communications; Proper web and electronic etiquette; Security and ethical issues that affect the worldwide web and software piracy today; Technology as a productivity tool. Students will learn: Intro To Business Computer Applications, PC Components & Digital Specifications, Internet Basics (Surfing, Security & Downloading), History of Technology / PC Troubleshooting, Websites and Hyperlinks & Programming.

Unit 2: **Office Basics features of Industry Business Software** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards:10.9
Information Support & Services Pathway Standards: A2.2, A1.0, A5.9
Common Core Standards: LS 11-12.1, RSIT 11-12.2

A. Description: Office Basics will introduce students to the common features of industry standard business software. Understanding and properly utilizing basic software features will help the student to build their confidence in their computing skills and will enhance their understanding of computer software.
B. Summary: Student Production: Students will use critical thinking skills to create an office memo for a new company which lists needed IT equipment and supplies to get the office up and running. The document will utilize learned concepts with the unit. Assignment Completion Method: Students will create a folder for storing their work; create, save, and print files; open and save existing files; copy from one file to another; prepare a file for distribution; compress files.

Student Learning Outcome: Students will analyze, evaluate, and apply learned concepts to create a professional business document. Learned Concepts: manage files/folders within a computer; navigate a computer system; save, print, close a file; open, edit, save an existing file; utilize the command features.

Unit 3: **Introduction to Google Drive and student Google email accounts** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 4.5, 6.8, 10.5, 10.7, 10.9
Information Support & Services Pathway Standards: A1.1, A5.0
Common Core Standards: LS 11-12.1, RSIT 11-12.2

A. Students will be introduced to elements google drive. Understanding and properly utilizing a variety of the components will enhance their understanding of Google drive

which in turn will build their confidence in their knowledge of google platform. Students will learn about and be able to identify the various components, various options and their purpose, various document options in google drive.

B. Student Production: Students will write save documents in google drive: Docs, excel, powerpoint, etc. Assignment Completion Method: Students will utilize google to sign into their email account and complete a project using microsoft work for the written portion and excel for their presentation. Students will learn: Glendale Unified School District Google Platform / Student Logins, (email) and Google Sheets & Slides (converting documents).

Student Learning Outcome: Students will understand learned concepts and will create a report to explaining each concept within the unit. Students will know how to access the google drive through their email accounts.

Unit 4: **Microsoft Word** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 2.4, 2.5, 10.3, 10.9
Information Support & Services Pathway Standards: A1.0,A3.2, A4.1, A4.2, A7.0
Common Core Standards: WS 11-12.4

A. Description: MS Word will introduce students to industry standard business software used to create professional business documents. Understanding, applying, analyzing, and evaluating various concepts within the software will empower students to create business professional text-based documents.
B. Summary:Student Production: Students will create a professional multi page newsletter about emerging trends in computer technology and how they affect employment opportunities. Newsletter will utilize learned concepts within the unit. Assignment Completion Method: Students will use critical thinking skills to utilize MS Word processing skills, set goals, prioritize tasks, and develop a realistic schedule that will be able to be achieved to complete the task.

Student Learning Outcome: Students will analyze, evaluate, and apply learned concepts to create a professional business document. Learned Concepts: Headers and Footers; Document Themes and Styles; Edit and Correct Documents; Adjust Alignment and Spacing; Create Letters and Envelopes; Format Text with Fonts and Effects; Format and Sort Lists; Insert Pictures, Text Boxes, and Shapes; Format Graphics Objects; Work with SmartArt Graphics, Text Effects, and Page Borders; Edit document; Create and enhance tables; Perform Calculations in a Table; Work with Templates and Different File Types; Create reports; Share documents; Format and enhance

reports; Create mass mailings and labels. Students will learn: MS WORD Basic Documents & Menu Options, File Management (files, folders & memory), Researching Current Events - Writing Briefs and Advanced WORD & Google Docs Formatting.

Second Semester-Course Content

Unit 5: **Microsoft Excel** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 10.9, 2.5
Information Support & Services Pathway Standards: A3.1, A8.0
Common Core Standards: A-REI, F-IF, S-ID

A. Description: MS Excel will introduce students to industry standard business software used to create and analyze business, personal, or financial data. Understanding, applying, analyzing, and evaluating various concepts within the software will empower students to create a file that can be used to analyze complex business data.
B. Summary: Student Production: Students will use critical thinking skills to create a business professional spreadsheet used to run a simulated business model (construction, fashion, production, real estate, etc) . Customer purchases will be based on a variety of things, some of which are outside of the business' control, such as weather and social trends. Students will be required to gather data for 30 days business type sales. The student will then organize and analyze the data using a PivotTable to make business decisions and predict future sales. The student will then utilize MS Excel spreadsheet skills to organize and analyze the data using a PivotTable to make business decisions and predict future sales. The student will create a business professional report on the business by organizing and formatting the data. Students will present their business in a written report format utilizing MS Word and integrating elements of MS Excel within the document.

Student Learning Outcome: Students will analyze, evaluate, and apply learned concepts to create a professional business spreadsheet workbook and report. Learned Concepts: Adding Worksheet Contents; Worksheet Formatting; Cell Entries and Formatting; Working with Ranges; Creating Formulas; Copying and Pasting; Techniques for Moving Data; Sheet, Display, and Print Operations; Using Excel Tables; Working with the NOW Function and Named Ranges; Working with IF Functions; Working with Text Functions; Freezing Labels and Using Panes; Using Conditional Formatting and Find and Replace; Rotating Cell Entries and Resolving Errors; Managing Worksheets and Performing Multi-worksheet Operations; Modifying Print Options; Building Basic Charts; Showing Percentages with a Pie Chart; Enhancing a Pie Chart; Adding Special Elements to a Chart or Sheet and Updating a Chart; Completing Chart Formatting; Comparing and Analyzing Data; Chart Printing and Publishing;

Using Charts in Other Files; Making Special Purpose Charts; Using Advanced Sort; Using Advanced Filtering; Using Advanced Functions Predict Trends; Using Advanced Functions for Data Analysis; Using Lookup Functions; Working with PivotTables and PivotCharts.

Unit 6: **Microsoft Access** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 10.9, 2.5
Information Support & Services Pathway Standards: A3.1, A8.0
Common Core Standards: Math S-ID

A. Description: MS Access will introduce students to industry standard business software used to create a powerful electronic filing system. Understanding, applying, analyzing, and evaluating various concepts within the software will empower students to create a powerful database that can be used to analyze complex business data and create informative reports.
B. Summary: Student Production: Students will use critical thinking skills to create a comprehensive database for a medical office where employee data and time cards are stored. Assignment Completion Method: Students will analyze a medical office's needs for employee data. The student will use the information to plan and create a comprehensive database which will store personal employee data and time cards. Students will create tables, queries, forms and reports for the purpose of making the vital business data easier to store, evaluate, and retrieve.

Student Learning Outcome: Students will analyze, evaluate, and apply learned concepts to create a professional business database. Learned Concepts: Planning a Database; Creating a Database with Access; Modifying and Adding Data to a Table; Importing and Protecting Data; Using Table Templates and Design View; Creating Other Objects; Managing Relationships Between Tables; Finding, Replacing, and Sorting Data; Filtering Data; Creating a Query in Design View; Creating a Multi-Table Query; Using Criteria in a Query; Using Comparison Operators; Using Calculated Fields; Summarizing Data in Queries; Creating and Using a Form; Working with a Form in Layout View; Working with a Form in Design View; Working with Form Sections; Creating a Report; Modifying a Report in Design View; Creating Labels; Creating a Lookup List; Creating an Input Mask.

Unit 7: **Microsoft PowerPoint** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards:2.5, 10.9
Information Support & Services Pathway Standards: A, 1.0, A3.1, A7.0, A8.0

Common Core Standards: WS 11-12.4, S-ID

A. Description: MS PowerPoint will introduce students to industry standard business software used to create a business professional presentations. Understanding, applying, analyzing, and evaluating various concepts within the software will empower students to create a powerful presentation that can be used as a graphical approach to accompany an oral delivery of a topic. Additionally, presentations can be made into photo albums or a stand-alone presentation complete with music or narrations.
B. Summary:
Student Production: Students will use critical thinking skills to create an effective presentation for a list of relevant business topics.
Assignment Completion Method: Students will research techniques to make presentations more effective. The student will then create a professional and effective presentation of the information provided by the athletic club. The student will then deliver the presentation to the class utilizing public speaking skills.

Student Learning Outcome: Students will analyze, evaluate, and apply concepts to create a professional business presentation. Learned Concepts: Working with Slides; Working with Headers, Footers, and Notes; Inserting and Formatting Pictures; Formatting Text; Aligning Text; Displaying the Presentation Outline; Arranging Slides; Adding Slide Transitions; Working with Lists; Inserting Online Pictures; Inserting Symbols and Text Boxes; Drawing and Formatting Shapes; Positioning and Grouping Shapes; Creating Word Art; Creating SmartArt Diagrams; Creating a Photo Album; Modifying a Theme; Modifying a Background; Animating Slide Objects; Creating Multimedia Presentations; Working with Tables; Working with Charts; Sharing a Presentation.

Unit 8: **Employment Portfolio** *(5 weeks)*

STANDARDS
Information Communication Technologies Career Ready Anchor Standards: 11.1, 11.5
Information Support & Services Pathway Standards: A1.0, A3.1, A7.0
Common Core Standards: WS 11-12.4

A. Description: Whether you want a good job, a better job, or your dream job, you need to stand out from the competition and display your education, skills, and experience to a potential employer. The Employment Portfolio unit will provide students with the tools for building their portfolio which will give them a competitive advantage in the job market.

B. Summary:

Student Production: Students will use critical thinking skills to create a competitive professional portfolio. Assignment Completion Method: Students will research how to create a competitive professional portfolio. The student will then create their portfolio which will showcase their best professional level of work, a completed job application, a professional resume, and a reference list.

Student Learning Outcome: Students will analyze, evaluate, and apply concepts to create a competitive professional portfolio. Learned Concepts: Creating a professional and competitive resume; Creating a professional and competitive reference list; Completing a competitive job application; Showcasing best professional level of work. Students will learn: Business Documents & Communications, Preparing Term Papers & Reports, Career Options and beginning Resume, Develop Sales Flyer & Promotional Material, Developing Business Plan and Final Resume & Job Search Report.

Glendale Unified School District

High School

Date
*(Meeting date will be typed in **after** Board Approval)*

Department:	Foreign Language
Course Title:	Italian Language and Culture 5-6
Course Code:	(*Educational Services will assign course number **after** Board Approval)*
Grade Level(s):	9-12
School(s) Course Offered:	Hoover High School
UC/CSU Approved (Y/N, Subject):	Pending
Course Credits:	10
Recommended Prerequisite:	Participation in the FLAG Middle School Program with a C or higher Italian Language and Culture 1-2 with a C or higher Italian Language and Culture 3-4 with a C or higher Other fluent bilingual and biliterate students may also be admitted upon assessment and recommendation made by teacher
Recommended Textbook:	Sentieri: Attraverso l'Italia Contemporanea, ISBN: 9781626808058 A Tutto Tondo, Level 1 and 2, ISBN: Level 1: 9788842651635, Level 2: 9788842651680 Le Strade delle Parole, ISBN: 9788842693321 Italian Grammar Drills, ISBN: 71789677
Course Overview:	Italian Language and Culture 5-6 utilizes thematic units from Italian literature, history, culture and the arts. The students develop an understanding of the features of target culture communities (e.g., geographic, historical, artistic, social and political), demonstrating

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

Assessments: Various formative and summative assessments will be conducted throughout the course. Projects will be accompanied by an outline of objectives, instructions, and a rubric listing a criteria of expectations. Some of the assessment tools will be:

1. Unit tests measuring listening, reading, and writing proficiency
2. Oral Exams conducted once a quarter based on a reflective analysis of students' own work
3. Quizzes measuring grammar, expressions, vocabulary, and reading comprehension
4. Homework assignments that reinforce skills taught in class
5. Interviews and presentations that measure listening and speaking skills that could be recorded or done in class
6. Writing assignments on topics and texts based on the units of study
7. International assessments, if applicable (CILS, AAPPL)
8. Sections from previous Advanced Placement exams

First Semester-Course Content

Unit 1: **Talents, Passions, and Life Choices** (*4-6 weeks)*

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

Essential Question - What are my skills and interests?

Students will gain an understanding of important Italian figures through autobiographical and biographical texts. Students will explore how self-awareness is essential to finding one's purpose and mission in life.

Sample Assignment: Students will write an autobiographical essay describing their interests and what field of study they want to pursue based on those interests. Students would present their autobiographies in class or through a recorded format such as a video.

Unit 2: **Self and the World** *(4-6 weeks)*

STANDARDS
CCSS - RL 6, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question - How do I respond to my changing life circumstances in the world in which I live?

Students will get to know oneself and how to make positive choices through challenging circumstances in life. By reading literature with strong protagonists who have overcome difficulties, students will gain an understanding about how trials define and refine who they are.

Sample Assignment: Students will be given situation cards in small groups. They will need to work collaboratively on how to respond to the situation and communicate their solution. They will also reflect on how the situation and solution could be applied to their own life circumstances.

Unit 3: **An Exploration of an Italian Novel** *(4-6 weeks)*

STANDARDS
CCSS - RL 6, RL 2, RI 4, RI 6, W 1, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question - How does an author transmit culture through his/her writing?

Students will read and analyze an authentic Italian novel while identifying the main ideas while developing a deeper understanding of Italian culture. Students will discuss and explain the literature to others as well as their thoughts on the subject. Students will also justify their thoughts by using evidence from the text and their life experience.

Sample Assignment: Students will choose a part of the novel that they feel portrays Italian culture and present the information in spoken and written forms.

Second Semester-Course Content

Unit 4- **Mother Earth** *(4-6 weeks)*
CCSS - RL 6, RI 1, RI 4, RI 6, W 1, W 2, W 4, W 6, W 7, SL 1, SL 5, L 1, L 2, L 4, L 6

Essential Question - How are citizens in countries responsible for maintaining a balance between preserving their resources and supporting economic growth?

Students will gain an understanding of ecosystems and the effects of human interference on the environment in Italy and other regions of the world. Students will explore the development

and protection of natural resources that a country would rely on for their industries and economy.

Sample Assignment: Students will research a current area of environmental concern and explain a plan of action to address the situation via an expository essay and present a Public Service Announcement on the topic.

Unit 5- **Living in Verses** *(4-6 weeks)*

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

Essential Question - How does poetry and music illicit feelings and emotions based on real-life circumstances?

Students will be able to identify the structure of poetic texts and identify different techniques used in poetry. Students will also be able to characterize elements of poetry and musical lyrics written by poets and singer-songwriters. Students will be able to apply the techniques acquired in this unit of study to create their own poems or songs.

Sample Assignment: Students will create and present original poetry and or music while incorporating poetic techniques such as rhyme, alliteration, onomatopoeia, simile, metaphor, hyperbole.

Unit 6: **Italian Contributions on a Global Scale** *(4-6 weeks)*

STANDARDS
CCSS - RL 6, RI 1, RI 4, RI 6, W 4, SL 1, L 1, L 2, L 4, L 6

Essential Question - How have contributions of Italians impacted the human experience?

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

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

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

INFORMATION REPORT NO. 14

TO:	Board of Education
FROM:	Winfred B. Roberson Jr., Superintendent
SUBMITTED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY:	Dr. Mary Mason, Executive Director, Elementary Education Felix Melendez, Executive Director, Secondary Education
SUBJECT:	**Proposed Basic and Supplementary Textbooks for Use in Elementary, Middle, and High Schools in the Areas of Career Technical Education and Foreign Language**

The proposed basic and supplementary textbooks are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the Career Technical Education and Foreign Language Curriculum Study Committees. In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Elementary and Secondary Education Councils have reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

ELEMENTARY SCHOOLS

Department: Foreign Language Academies of Glendale Program (FLAG)

GERMAN

German FLAG, Grade: Kindergarten
Schreiblernheft Druckschrift by Redaktionsteam
(Supplementary)
Published by Verlag an der Ruhr, 2008

German FLAG, Grade: Kindergarten
Lesestern Mein Lese-Mal-Heft 1 – 5 by Rendtorff-Robnagel
(Supplementary)
Published by Cornelsen, 2013

KOREAN

Korean FLAG, Grades 2-3
Magical Reading Discussion by Hyun Chang Park
(Basic)
Published by Gilbut, 2017

Korean FLAG, Grades 4-5
The Miracle Reading and Writing by Hyun Chang Park
(Basic)
Published by Gilbut, 2017

MIDDLE SCHOOLS

Department: Career Technical Education

Life Management, Grades 6-8
Preparing for Life and Career by Louise Liddell, Yvonne Gentzler
(Basic)
Published by Goldheart-Willcox, 2008

Department: Foreign Language

Korean Language Arts, Grades 6-7
Magical Reading by Hyun Chang Park (Basic)
Published by Gilbut, unknown

HIGH SCHOOLS

Department: Career Technical Education

Business Computer Applications, Grades 9-12
Century 21 Computer Skills and Applications
by Hoggatt, Shank, Smith (Basic)
Published by South Western, Cengage Learning, 2015

Department: Foreign Language

Korean, Grades 9-12
SAT Subject Test Korean with Listening by Eunice Lee, June Hong (Supplementary)
Published by Foundation for Korean Language & Culture, 2015

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 1

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintedent
SUBMITTED BY:	Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT:	**Memorandum of Understanding with California School Employees Association and its Chapter #3 Dated March 29, 2018 and Associated AB1200 Disclosure of Costs**

The Superintendent presents to the Board of Education for approval the attached Memorandum of Understanding between the Glendale Unified School District and the California School Employees Association and its Chapter #3 dated March 29, 2018 and the AB 1200 Disclosure of Costs Associated with Adjustments to Employee Compensation in Accordance with Board of Education Policy or Collective Bargaining Agreement Between Glendale Unified School District and California School Employees Association.

On March 29, 2018, representatives from the Glendale Unified School District and the California School Employees Association and its Chapter 3 reached a tentative agreement on Article 5 – Wages. The key terms of the agreements is as follows:

1. A 1.5% increase to use toward a new Step 9 retroactive to July 1, 2016.

3/29/18 12:20 PM
CMF

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE CHAPTER 3
AND
THE GLENDALE UNIFIED SCHOOL DISTRICT
3/29/18

Article 5 – Wages

CSEA proposes to use the 1.5% towards a new STEP 9 retroactive to the July 1, 2016.

For the Association :

Stacy Toy, CSEA

For the District:

Cynthia McCarty-Foley, Ed.D.
GUSD Assistant Superintendent, HR.

Stephen Dichinson, CBO

John W. Crawcour, Assistant Director Classified Personnel

Zepure Halopian, Director, HR

Christe Benitez, Associate Principal CVHS

Los Angeles County Office of Education

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Debra Duardo, M.S.W., Ed.D.
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Monte E. Perez

May 8, 2018

Mr. Gregory Krikorian, Board President
Glendale Unified School District
223 N. Jackson Street
Glendale, CA 91206-4380

Dear Mr. Krikorian:

Under Assembly Bill (AB) 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004) and Government Code Sections 3547.5, the Los Angeles County Superintendent of schools has reviewed the Glendale Unified School District's (District) "Public Disclosure of Proposed Collective Bargaining Agreement" (Disclosure) concerning tentative agreements with the California School Employees Association (CSEA) and the Glendale Schools Management Association (GSMA). The agreements will be acted upon by the District's Governing Board on May 15, 2018.

The tentative agreement with CSEA covers the period July 1, 2016, to June 30 2017, and provides for a 1.5 percent increase by adding step 9 to the salary schedule, retroactive to July 1, 2016. The GSMA Memorandum of Understanding covers the period July 1, 2016, to June 30, 2018, and provides for a 1.5 percent salary schedule increase, retroactive to July 1, 2016, and an additional 1.5 percent salary schedule increase, retroactive to July 1, 2017. With the cost incorporated, the District's financial analysis projects it is able to maintain the required reserve during the term of the agreements, assuming implementation of its Board-approved Fiscal Stabilization Plan.

The District based its projected reserves using the latest Local Control Funding Formula (LCFF) funding assumptions for the current and two subsequent years. We remind the District that increases in LCFF revenues for future years are uncertain, and the State Board of Education (SBE) regulations require specific uses of the LCFF funds. We recommend the District be prepared to adjust its projections based on the potential changes in LCFF funding levels to meet the SBE regulations' requirements.

Pursuant to Education Code Section 42142, within 45 days of a collective bargaining settlement, the District Superintendent must send to the County Superintendent any revisions to the District's current budget to fulfill the agreement. AB2756 and GC Section 3547.5(c) authorize the county superintendent to take specific action if a school district does not process these revisions.

We appreciate the District staff's cooperation during our review of the AB 1200 public disclosure of collective bargaining agreement. If our office may be of further assistance, please call me at (562) 940-1704.

Sincerely,

Merle S. Ordoñez

Merle Ordoñez
Business Services Consultant
Business Advisory Services

MO:mo

cc: Winfred Roberson, Jr., Superintendent
Stephen Dickinson, Chief Business and Financial Officer
Karineh Savarani, Director, Financial Services
Dr. Candi Clark, Los Angeles County Office of Education (LACOE)
Keith D. Crafton, LACOE
Charles Faulkner, LACOE
Jeff Young, LACOE
Chris Burdy, LACOE
Patricia Smith, LACOE
Tracy Minor, LACOE

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	California School Employees Association
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: July 1, 2016 (date) and ending: June 30, 2017 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation **All Funds - Combined**		**Fiscal Impact of Proposed Agreement** (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) **2017-18**	Year 2 Increase/(Decrease) **2018-19**	Year 3 Increase/(Decrease) **2019-20**
1.	**Salary Schedule** Including Step and Column	$ 34,723,088	$ 1,041,692		
			3.00%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 5,443,582	$ 163,307		
			3.00%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 10,816,081	$ 324,482		
			3.00%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 10,328,859	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 61,311,610	$ 1,529,481	$ -	$ -
			2.49%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	843.20			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 72,713	$ 1,814	$ -	$ -
			2.49%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 by adding a step 9 to the salary schedule. Theere was no 2017-18 settlement at this time.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

Added a step 9 to the classified salary schedule.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

The 2016-17 settlement results in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The 2016-17 settlement results in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	Glendale Schools Management Association
Certificated, Classified, Other:	Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2016 (date) and ending: June 30, 2018 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20
1.	**Salary Schedule** Including Step and Column	$ 20,797,533	$ 940,568		
			4.52%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 147,033	$ 6,650		
			4.52%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 4,551,190	$ 205,828		
			4.52%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 3,556,240	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 29,051,996	$ 1,153,046	$ -	$ -
			3.97%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	197.50			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 147,099	$ 5,838	$ -	$ -
			3.97%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% general salary increase retroactive from July1, 2016. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

None were added.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	Combined CSEA and GSMA
Certificated, Classified, Other:	Certificated and Classified

The proposed agreement covers the period beginning: CSEA: 7/1/2016 GSMA: July 1, 2016 (date) and ending: 6/30/2017 June 30, 2018 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20
1.	**Salary Schedule** Including Step and Column	$ 55,520,621	$ 1,982,260		
			3.57%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 5,590,615	$ 169,957		
			3.04%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 15,367,271	$ 530,310		
			3.45%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 13,885,099	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 90,363,606	$ 2,682,527	$ -	$ -
			2.97%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	1,040.70			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 86,830	$ 2,578	$ -	$ -
			2.97%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for both CSEA and GSMA. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA only. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

CSEA added a step 9 to the classified salary schedule (no general increase). GSMA was a general salary increase (no additional steps).

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
    If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 222,354,970		$ -	$ 222,354,970
Federal Revenue	8100-8299	$ 200,000		$ -	$ 200,000
Other State Revenue	8300-8599	$ 8,323,696		$ -	$ 8,323,696
Other Local Revenue	8600-8799	$ 4,741,859		$ -	$ 4,741,859
TOTAL REVENUES		$ 235,620,525		$ -	$ 235,620,525
EXPENDITURES					
Certificated Salaries	1000-1999	$ 105,736,870	$ 546,394		$ 106,283,264
Classified Salaries	2000-2999	$ 24,313,730	$ 630,820		$ 24,944,550
Employee Benefits	3000-3999	$ 54,330,033	$ 286,680		$ 54,616,713
Books and Supplies	4000-4999	$ 6,036,062		$ -	$ 6,036,062
Services and Other Operating Expenditures	5000-5999	$ 17,546,914		$ -	$ 17,546,914
Capital Outlay	6000-6999	$ 138,489		$ -	$ 138,489
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 409,569		$ -	$ 409,569
Transfers of Indirect Costs	7300-7399	$ (1,239,692)		$ -	$ (1,239,692)
TOTAL EXPENDITURES		$ 207,271,975	$ 1,463,894	$ -	$ 208,735,869
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,015,000	$ -	$ -	$ 1,015,000
Contributions	8980-8999	$ (39,764,782)	$ (724,945)	$ -	$ (40,489,727)
OPERATING SURPLUS (DEFICIT)*		$ (12,431,232)	$ (2,188,839)	$ -	$ (14,620,071)
BEGINNING FUND BALANCE	9791	$ 47,212,609			$ 47,212,609
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 34,781,377	$ (2,188,839)	$ -	$ 32,592,538
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 600,551	$ -	$ -	$ 600,551
Restricted	9740				
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ -	$ -	$ 5,742,703
Reserve for Economic Uncertainties	9789	$ 8,603,136	$ 247,542	$ -	$ 8,850,678
Unassigned/Unappropriated Amount	9790	$ 19,834,987	$ (2,436,381)	$ -	$ 17,398,606

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Glendale USD

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 16,949,933		$ -	$ 16,949,933
Other State Revenue	8300-8599	$ 18,069,471		$ -	$ 18,069,471
Other Local Revenue	8600-8799	$ 9,144,370		$ -	$ 9,144,370
TOTAL REVENUES		$ 44,163,774		$ -	$ 44,163,774
EXPENDITURES					
Certificated Salaries	1000-1999	$ 25,804,750	$ 309,300	$ -	$ 26,114,050
Classified Salaries	2000-2999	$ 17,106,624	$ 463,539	$ -	$ 17,570,163
Employee Benefits	3000-3999	$ 17,546,729	$ 186,845	$ -	$ 17,733,574
Books and Supplies	4000-4999	$ 6,373,069		$ -	$ 6,373,069
Services and Other Operating Expenditures	5000-5999	$ 15,061,542		$ -	$ 15,061,542
Capital Outlay	6000-6999	$ 191,867		$ -	$ 191,867
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 530,000		$ -	$ 530,000
Transfers of Indirect Costs	7300-7399	$ 838,692		$ -	$ 838,692
TOTAL EXPENDITURES		$ 83,453,273	$ 959,684	$ -	$ 84,412,957
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 858,773	$ -	$ -	$ 858,773
Contributions	8980-8999	$ 39,764,782	$ 724,945	$ -	$ 40,489,727
OPERATING SURPLUS (DEFICIT)*		$ (383,490)	$ (234,739)	$ -	$ (618,229)
BEGINNING FUND BALANCE	9791	$ 10,642,315			$ 10,642,315
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 10,258,825	$ (234,739)	$ -	$ 10,024,086
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 308,404	$ -	$ -	$ 308,404
Restricted	9740	$ 9,950,421	$ (234,739)	$ -	$ 9,715,682
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 222,354,970		$ -	$ 222,354,970
Federal Revenue	8100-8299	$ 17,149,933		$ -	$ 17,149,933
Other State Revenue	8300-8599	$ 26,393,167		$ -	$ 26,393,167
Other Local Revenue	8600-8799	$ 13,886,229		$ -	$ 13,886,229
TOTAL REVENUES		$ 279,784,299		$ -	$ 279,784,299
EXPENDITURES					
Certificated Salaries	1000-1999	$ 131,541,620	$ 855,694	$ -	$ 132,397,314
Classified Salaries	2000-2999	$ 41,420,354	$ 1,094,359	$ -	$ 42,514,713
Employee Benefits	3000-3999	$ 71,876,762	$ 473,525	$ -	$ 72,350,287
Books and Supplies	4000-4999	$ 12,409,131		$ -	$ 12,409,131
Services and Other Operating Expenditures	5000-5999	$ 32,608,456		$ -	$ 32,608,456
Capital Outlay	6000-6999	$ 330,356		$ -	$ 330,356
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 939,569		$ -	$ 939,569
Transfers of Indirect Costs	7300-7399	$ (401,000)		$ -	$ (401,000)
TOTAL EXPENDITURES		$ 290,725,248	$ 2,423,578	$ -	$ 293,148,826
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,873,773	$ -	$ -	$ 1,873,773
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (12,814,722)	$ (2,423,578)	$ -	$ (15,238,300)
BEGINNING FUND BALANCE	9791	$ 57,854,924			$ 57,854,924
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 45,040,202	$ (2,423,578)	$ -	$ 42,616,624
COMPONENTS OF ENDING FUND					
Nonspendable	9711-9719	$ 908,955	$ -	$ -	$ 908,955
Restricted	9740	$ 9,950,421	$ (234,739)	$ -	$ 9,715,682
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ -	$ -	$ 5,742,703
Reserve for Economic Uncertainties	9789	$ 8,603,136	$ 247,542	$ -	$ 8,850,678
Unassigned/Unappropriated Amount	9790	$ 19,834,987	$ (2,436,381)	$ -	$ 17,398,606

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 782,000		$ -	$ 782,000
Other State Revenue	8300-8599	$ 2,701,000		$ -	$ 2,701,000
Other Local Revenue	8600-8799	$ 115,115		$ -	$ 115,115
TOTAL REVENUES		$ 3,598,115		$ -	$ 3,598,115
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,740,046	$ 9,968	$ -	$ 1,750,014
Classified Salaries	2000-2999	$ 1,154,441	$ 33,426	$ -	$ 1,187,867
Employee Benefits	3000-3999	$ 1,237,714	$ 10,957	$ -	$ 1,248,671
Books and Supplies	4000-4999	$ 153,305		$ -	$ 153,305
Services and Other Operating Expenditures	5000-5999	$ 131,483		$ -	$ 131,483
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 111,000		$ -	$ 111,000
TOTAL EXPENDITURES		$ 4,527,989	$ 54,351	$ -	$ 4,582,340
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 858,773	$ -	$ -	$ 858,773
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (71,101)	$ (54,351)	$ -	$ (125,452)
BEGINNING FUND BALANCE	9791	$ 190,634			$ 190,634
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 119,533	$ (54,351)	$ -	$ 65,182
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 119,533	$ (54,351)	$ -	$ 65,182
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780			$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 6,500,000		$ -	$ 6,500,000
Other State Revenue	8300-8599	$ 520,000		$ -	$ 520,000
Other Local Revenue	8600-8799	$ 2,018,365		$ -	$ 2,018,365
TOTAL REVENUES		$ 9,038,365		$ -	$ 9,038,365
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 3,318,483	$ 108,444	$ -	$ 3,426,927
Employee Benefits	3000-3999	$ 1,654,629	$ 29,201	$ -	$ 1,683,830
Books and Supplies	4000-4999	$ 3,951,660		$ -	$ 3,951,660
Services and Other Operating Expenditures	5000-5999	$ 286,650		$ -	$ 286,650
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 290,000		$ -	$ 290,000
TOTAL EXPENDITURES		$ 9,501,422	$ 137,645	$ -	$ 9,639,067
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (463,057)	$ (137,645)	$ -	$ (600,702)
BEGINNING FUND BALANCE	9791	$ 4,350,555			$ 4,350,555
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,887,498	$ (137,645)	$ -	$ 3,749,853
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 91,107	$ -	$ -	$ 91,107
Restricted	9740	$ 365,672	$ (137,645)	$ -	$ 228,027
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 3,430,719		$ -	$ 3,430,719
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund --- Fund 21**
Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ 1,039,524		$ -	$ 1,039,524
TOTAL REVENUES		$ 1,039,524		$ -	$ 1,039,524
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 1,168,259	$ 47,567	$ -	$ 1,215,826
Employee Benefits	3000-3999	$ 535,425	$ 12,809	$ -	$ 548,234
Books and Supplies	4000-4999	$ 189,422		$ -	$ 189,422
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ 64,208,488		$ -	$ 64,208,488
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 66,101,594	$ 60,376	$ -	$ 66,161,970
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 1,700,000	$ -	$ -	$ 1,700,000
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (63,362,070)	$ (60,376)	$ -	$ (63,422,446)
BEGINNING FUND BALANCE	9791	$ 80,859,460			$ 80,859,460
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 17,497,390	$ (60,376)	$ -	$ 17,437,014
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 11,713,749	$ (60,376)	$ -	$ 11,653,373
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,783,641		$ -	$ 5,783,641
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Funds 25 and 40**
Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,270,529		$ -	$ 2,270,529
Other Local Revenue	8600-8799	$ 2,110,452		$ -	$ 2,110,452
TOTAL REVENUES		$ 4,380,981		$ -	$ 4,380,981
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 114,559	$ 5,182	$ -	$ 119,741
Employee Benefits	3000-3999	$ 55,375	$ 1,395	$ -	$ 56,770
Books and Supplies	4000-4999	$ 930,055		$ -	$ 930,055
Services and Other Operating Expenditures	5000-5999	$ 1,173,408		$ -	$ 1,173,408
Capital Outlay	6000-6999	$ 16,379,108		$ -	$ 16,379,108
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,209,874		$ -	$ 1,209,874
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 19,862,379	$ 6,577	$ -	$ 19,868,956
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 1,015,000	$ -	$ -	$ 1,015,000
Transfers Out and Other Uses	7600-7699	$ 1,700,000	$ -	$ -	$ 1,700,000
OPERATING SURPLUS (DEFICIT)*		$ (16,166,398)	$ (6,577)	$ -	$ (16,172,975)
BEGINNING FUND BALANCE	9791	$ 32,896,820			$ 32,896,820
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 16,730,422	$ (6,577)	$ -	$ 16,723,845
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 2,246,853	$ (4,890)	$ -	$ 2,241,963
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 14,483,569	$ (1,687)	$ -	$ 14,481,882
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Glendale USD

Combined CSEA and GSMA

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

None.

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 222,354,970	$ 234,777,881	$ 241,173,942
Federal Revenue	8100-8299	$ 200,000	$ 200,000	$ 200,000
Other State Revenue	8300-8599	$ 8,323,696	$ 12,367,992	$ 5,132,536
Other Local Revenue	8600-8799	$ 4,741,859	$ 4,748,427	$ 4,748,427
TOTAL REVENUES		$ 235,620,525	$ 252,094,300	$ 251,254,905
EXPENDITURES				
Certificated Salaries	1000-1999	$ 106,283,264	$ 104,436,324	$ 105,439,635
Classified Salaries	2000-2999	$ 24,944,550	$ 25,007,563	$ 26,307,563
Employee Benefits	3000-3999	$ 54,616,713	$ 59,338,407	$ 65,815,157
Books and Supplies	4000-4999	$ 6,036,062	$ 4,644,463	$ 4,236,769
Services and Other Operating Expenditures	5000-5999	$ 17,546,914	$ 15,617,923	$ 15,877,704
Capital Outlay	6000-6999	$ 138,489	$ 81,592	$ 81,592
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 409,569	$ 409,569	$ 409,569
Transfers of Indirect Costs	7300-7399	$ (1,239,692)	$ (1,088,410)	$ (1,088,402)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 208,735,869	$ 208,447,431	$ 217,079,587
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,015,000	$ 1,015,000	$ 1,015,000
Contributions	8980-8999	$ (40,489,727)	$ (39,848,095)	$ (39,794,606)
OPERATING SURPLUS (DEFICIT)*		$ (14,620,071)	$ 2,783,774	$ (6,634,288)
BEGINNING FUND BALANCE	9791	$ 47,212,609	$ 32,592,538	$ 35,376,312
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 32,592,538	$ 35,376,312	$ 28,742,024
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 600,551	$ 147,474	$ 147,474
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ 4,519,807	$ 5,274,020
Reserve for Economic Uncertainties	9789	$ 8,850,678	$ 8,625,770	$ 8,884,725
Unassigned/Unappropriated Amount	9790	$ 17,398,606	$ 22,083,261	$ 14,435,805

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 16,949,933	$ 13,011,101	$ 13,023,781
Other State Revenue	8300-8599	$ 18,069,471	$ 17,574,871	$ 17,615,680
Other Local Revenue	8600-8799	$ 9,144,370	$ 7,312,143	$ 7,312,143
TOTAL REVENUES		$ 44,163,774	$ 37,898,115	$ 37,951,604
EXPENDITURES				
Certificated Salaries	1000-1999	$ 26,114,050	$ 24,417,810	$ 24,417,689
Classified Salaries	2000-2999	$ 17,570,163	$ 17,409,899	$ 17,409,844
Employee Benefits	3000-3999	$ 17,733,574	$ 17,291,681	$ 17,291,610
Books and Supplies	4000-4999	$ 6,373,069	$ 3,464,803	$ 3,464,764
Services and Other Operating Expenditures	5000-5999	$ 15,061,542	$ 13,329,807	$ 13,329,771
Capital Outlay	6000-6999	$ 191,867	$ 73,868	$ 73,868
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 530,000	$ 530,000	$ 530,000
Transfers of Indirect Costs	7300-7399	$ 838,692	$ 687,410	$ 687,402
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 84,412,957	$ 77,205,278	$ 77,204,948
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 858,773	$ 857,964	$ 857,950
Contributions	8980-8999	$ 40,489,727	$ 39,848,095	$ 39,794,606
OPERATING SURPLUS (DEFICIT)*		$ (618,229)	$ (317,032)	$ (316,688)
BEGINNING FUND BALANCE	9791	$ 10,642,315	$ 10,024,086	$ 9,707,054
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 10,024,086	$ 9,707,054	$ 9,390,366
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 308,404	$ -	$ -
Restricted	9740	$ 9,715,682	$ 9,707,054	$ 9,390,366
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 222,354,970	$ 234,777,881	$ 241,173,942
Federal Revenue	8100-8299	$ 17,149,933	$ 13,211,101	$ 13,223,781
Other State Revenue	8300-8599	$ 26,393,167	$ 29,942,863	$ 22,748,216
Other Local Revenue	8600-8799	$ 13,886,229	$ 12,060,570	$ 12,060,570
TOTAL REVENUES		$ 279,784,299	$ 289,992,415	$ 289,206,509
EXPENDITURES				
Certificated Salaries	1000-1999	$ 132,397,314	$ 128,854,134	$ 129,857,324
Classified Salaries	2000-2999	$ 42,514,713	$ 42,417,462	$ 43,717,407
Employee Benefits	3000-3999	$ 72,350,287	$ 76,630,088	$ 83,106,767
Books and Supplies	4000-4999	$ 12,409,131	$ 8,109,266	$ 7,701,533
Services and Other Operating Expenditures	5000-5999	$ 32,608,456	$ 28,947,730	$ 29,207,475
Capital Outlay	6000-6999	$ 330,356	$ 155,460	$ 155,460
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 939,569	$ 939,569	$ 939,569
Transfers of Indirect Costs	7300-7399	$ (401,000)	$ (401,000)	$ (401,000)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 293,148,826	$ 285,652,709	$ 294,284,535
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,873,773	$ 1,872,964	$ 1,872,950
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (15,238,300)	$ 2,466,742	$ (6,950,976)
BEGINNING FUND BALANCE	9791	$ 57,854,924	$ 42,616,624	$ 45,083,366
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 42,616,624	$ 45,083,366	$ 38,132,390
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 908,955	$ 147,474	$ 147,474
Restricted	9740	$ 9,715,682	$ 9,707,054	$ 9,390,366
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ 4,519,807	$ 5,274,020
Reserve for Economic Uncertainties	9789	$ 8,850,678	$ 8,625,770	$ 8,884,725
Unassigned/Unappropriated Amount	9790	$ 17,398,606	$ 22,083,261	$ 14,435,805

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Glendale USD
Combined CSEA and GSMA

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 295,022,599	$ 287,525,673	$ 296,157,485
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 295,022,599	$ 287,525,673	$ 296,157,485
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 8,850,678	$ 8,625,770	$ 8,884,725

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 8,850,678	$ 8,625,770	$ 8,884,725
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 17,398,606	$ 22,083,261	$ 14,435,805
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 26,249,284	$ 30,709,031	$ 23,320,530
f.	Reserve for Economic Uncertainties Percentage	8.90%	10.68%	7.87%

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes	X	No	
2018-19	Yes	X	No	
2019-20	Yes	X	No	

4. If no, how do you plan to restore your reserves?

The projections reflect an approved 2018-19 solvency plan and released 7.25 million 2018-19 state discretionary reserve.

5. **Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	2,682,527
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(2,423,578)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,351)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(137,645)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	(60,376)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	(6,577)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(2,682,527)
Variance	$	0

Variance Explanation:
The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for CSEA and GSMA. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

6. **Will this agreement create or increase deficit financing in the current or subsequent years?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$(12,814,722)	(4.4%)	Continued deficit spending pattern.
Current FY Surplus/(Deficit) after settlement(s)?	$(15,238,300)	(5.2%)	Continued deficit spending pattern.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ 2,466,742	0.9%	Continued deficit spending pattern.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (6,950,976)	(2.3%)	Continued deficit spending pattern.

Deficit Reduction Plan (as necessary):
The Board of Education is aware of the deficit spending pattern and will be proactive in finding ways to reduce these deficits.

7. **Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	$ -	Projection reflects 2018-19 approved Solvency Plan.
1st Subsequent FY Restricted, Page 5b	$ -	Projection reflects 2018-19 approved Solvency Plan.
2nd Subsequent FY Unrestricted, Page 5a	$ -	Projection reflects 2018-19 approved Solvency Plan.
2nd Subsequent FY Restricted, Page 5b	$ -	Projection reflects 2018-19 approved Solvency Plan.

Combined CSEA and GSMA

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2017-18	2018-19	2019-20
a. LCFF Funding per ADA	8,537.53	8,732.79	9,211.65	9,434.47
b. Amount Change from Prior Year Funding per ADA		195.26	478.86	222.82
c. Percentage Change from Prior Year Funding per ADA		2.29%	5.48%	2.42%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		2,682,527.03	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.97%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Glendale Unified School District, hereby certify that the District can meet the costs incurred under the CSEA and GSMA Collective Bargaining Agreements during the term of the agreements, from July 1, 2016 to June 30, 2017 for CSEA and from July 1, 2016 to June 30, 2018 for GSMA.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 2,682,527
Ending Balance(s) Increase/(Decrease)	$ (2,682,527)

Subsequent Years

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 1,525,899
Ending Balance(s) Increase/(Decrease)	$ (1,525,899)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

X I hereby certify ___ I am unable to certify

Winfred B. Roberts Jr. — District Superintendent (Signature) — 4.23.18 — Date

X I hereby certify ___ I am unable to certify

Chief Business Official (Signature) — 4-23-18 — Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Glendale USD
Combined CSEA and GSMA

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for CSEA & GSMA.
The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA.
Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.
CSEA will apply their increase to create a new step 9 on the salary schedule. GSMA settlement is a general salary increase.

Concerns regarding affordability of agreement in subsequent years (if any):

The CSEA and GSMA settlements result in a draw down of the ending balance amount.
New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the ongoing deficit spending pattern present in the District.
An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)
Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Glendale Unified School District
District Name

District Superintendent (Signature) — **Date**

Craig Larimer, Financial Analyst
Contact Person

818-241-3111 ext. 1349
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 15, 2018 took action to approve the proposed agreement with the CSEA and GSMA Bargaining Units.

President (or Clerk), Governing Board (Signature) — **Date**

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Attachment B as of 04/16/2018

Budget Adjustment Impact on Unrestricted General Fund Ending Balance
2017-18 Second Interim "Plus" Approved GTA, CSEA and GSMA Salary Schedule Settlements
GOVERNOR'S 2018-19 JANUARY PROPOSALS ARE REFLECTED

Major Changes	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Adopted Budget 2017-18 Ending Balance	$ 44,287,391	$ 37,427,333	$ 31,163,960	$ 23,414,341	$ 16,604,943	$ 3,355,110
Adjustment For Actual 2016-17 Ending Balance	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219
Revised 2017-18 Ending Balance Reflecting Actuals Adjustment	$ 47,212,610	$ 40,352,552	$ 34,089,179	$ 26,339,560	$ 19,530,162	$ 6,280,329
Initial July Adjustments (After Governor Signed State Budget)						
Revised LCFF Funding Variables		$ (105,148)	$ (611,988)	$ (756,471)	$ -	$ -
2017-18 One-Time State Discretionary Funding At $146 per ADA		$ 3,668,688				
First Interim Adjustments						
Revised LCFF Funding Variables		$ 542,565	$ (47,805)	$ (230,760)	$ -	$ -
Computer Laptop Purchases (Funded by State Discretionary Funding above)		$ (1,222,896)	$ (1,222,896)	$ (1,222,896)		
Appropriate Carry-Over		$ (3,152,967)				
Additional Mandated Block Grant Income		$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Public Surplus Auctions Income		$ 3,996				
Misc. Income		$ 409				
Second Interim Adjustments						
Revised LCFF Funding Variables		$ 208,471	$ 4,911,953	$ 4,557,575	$ 1,976,717	$ 9,746,503
2018-19 One-Time State Discretionary Funding At $295 per ADA			$ 7,250,000			
Misc. Income		$ 2,500				
End of Year Adjustments (DRAFT)						
SCENARIO OF A 1.50% SALARY INCREASE RETRO 2016-17 (Ongoing)						
Certificated Cost of a 1.50% Salary Increase		$ (3,686,100)	$ (1,843,050)	$ (1,843,050)	$ (1,843,050)	$ (1,843,050)
Classified Cost of a 1.50% Salary Increase		$ (1,303,923)	$ (651,962)	$ (651,962)	$ (651,962)	$ (651,962)
Management Cost of a 1.50% Salary Increase		$ (587,007)	$ (293,504)	$ (293,504)	$ (293,504)	$ (293,504)
SCENARIO OF SALARY INCREASE For 2017-18 (Ongoing)						
Certificated Cost of a 1.50% Salary Increase (1.523% compounded)		$ (1,870,696)	$ (1,870,696)	$ (1,870,696)	$ (1,870,696)	$ (1,870,696)
Classified Cost of a TBD % Salary Increase (not settled yet)		$ -	$ -	$ -	$ -	$ -
Management Cost of a 1.50% Salary Increase (1.523% compounded)		$ (297,906)	$ (297,906)	$ (297,906)	$ (297,906)	$ (297,906)
Approved 2018-19 Solvency Plan (On-Going Items)			$ 3,685,000	$ 3,685,000	$ 3,685,000	$ 3,685,000
Current Year Impact	$ -	$ (7,760,014)	$ 9,047,147	$ 1,115,331	$ 744,600	$ 8,514,386
Cumulative Impact to Ending Balance	$ -	$ (7,760,014)	$ 1,287,133	$ 2,402,465	$ 3,147,065	$ 11,661,451
Adjusted Ending Balance Projection	**$ 47,212,610**	**$ 32,592,538**	**$ 35,376,312**	**$ 28,742,025**	**$ 22,677,226**	**$ 17,941,780**
Designated and Restricted Portion:						
Revolving Cash	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
Stores	$ 77,474	$ 77,474	$ 77,474	$ 77,474	$ 77,474	$ 77,474
Prepaid Expenditures	$ 888,655	$ 453,078	$ -	$ -	$ -	$ -
3% Mandated Reserve for Economic Uncertainties	$ 8,442,375	$ 8,850,678	$ 8,625,770	$ 8,884,725	$ 9,096,221	$ 9,290,873
Reserve For Future LACOE System Charges	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000
Reserve LCFF Net Income Growth less STRS/PERS/Special Education Increases		$ -	$ -	$ 1,977,109	$ 7,083,856	$ 16,234,652
Reserve for Carry-Overs, MAA, Board Elections	$ 5,049,878	$ 1,896,911	$ 1,896,911	$ 1,896,911	$ 1,896,911	$ 1,896,911
Other Reserve	$ -	$ -	$ -	$ -	$ -	$ -
Reserve for One-Time 2017-18 Discretionary Funding	$ -	$ 2,445,792	$ 1,222,896	$ -	$ -	$ -
Release The Reserve for One-Time 2018-19 Discretionary Funding	$ -	$ -	$ -	$ -	$ -	$ -
Adjusted Balance in Excess of Assigned And 3% Reserve	**$ 31,284,228**	**$ 17,398,605**	**$ 22,083,261**	**$ 14,435,806**	**$ 3,052,764**	**$ (11,028,130)**

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 2

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Dr. Cynthia M. Foley, Assistant Superintendent, Human Resources
SUBJECT:	**Memorandum of Understanding with Glendale Schools Management Association dated April 18, 2018 and AB1200 Disclosure of Costs**

The Superintendent presents to the Board of Education for approval the attached Memorandum of Understanding between the Glendale Unified School District and the Glendale Schools Management Association and unrepresented contract employees dated April 18, 2018, and the AB 1200 Disclosure of Costs Associated with Adjustments to Employee Compensation in Accordance with Board of Education Policy or Collective Bargaining Agreement Between Glendale Unified School District and Glendale Schools Management Association.

Below are the terms of the Memorandum of Understanding with GSMA:

1. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2016 for the 2016-2017 school year.

2. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2017 for the 2017-2018 school year.

April 18, 2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENDALE UNIFIED SCHOOL DISTRICT
AND
GLENDALE SCHOOLS MANAGEMENT ASSOCIATION

1. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2016 for the 2016-2017 school year.

2. A 1.5% salary increase applicable to all unrepresented management employees' salary schedules shall be implemented for all GSMA unit members retroactive to July 1, 2017 for the 2017-2018 school year.

Karen Stegman — 4-19-18
Karen Stegman, GSMA President — Date

Cynthia M. Foley — 4-19-18
Cynthia M. Foley, Ed.D., Asst. Superintendent, HR — Date

Los Angeles County Office of Education

Serving Students ▪ Supporting Communities ▪ Leading Educators

May 8, 2018

Debra Duardo, M.S.W., Ed.D.
Superintendent

Los Angeles County Board of Education

Alex Johnson
President

Thomas A. Saenz
Vice President

Candace Bond McKeever

Douglas R. Boyd

James Cross

Gregory McGinity

Monte E. Perez

Mr. Gregory Krikorian, Board President
Glendale Unified School District
223 N. Jackson Street
Glendale, CA 91206-4380

Dear Mr. Krikorian:

Under Assembly Bill (AB) 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004) and Government Code Sections 3547.5, the Los Angeles County Superintendent of schools has reviewed the Glendale Unified School District's (District) "Public Disclosure of Proposed Collective Bargaining Agreement" (Disclosure) concerning tentative agreements with the California School Employees Association (CSEA) and the Glendale Schools Management Association (GSMA). The agreements will be acted upon by the District's Governing Board on May 15, 2018.

The tentative agreement with CSEA covers the period July 1, 2016, to June 30 2017, and provides for a 1.5 percent increase by adding step 9 to the salary schedule, retroactive to July 1, 2016. The GSMA Memorandum of Understanding covers the period July 1, 2016, to June 30, 2018, and provides for a 1.5 percent salary schedule increase, retroactive to July 1, 2016, and an additional 1.5 percent salary schedule increase, retroactive to July 1, 2017. With the cost incorporated, the District's financial analysis projects it is able to maintain the required reserve during the term of the agreements, assuming implementation of its Board-approved Fiscal Stabilization Plan.

The District based its projected reserves using the latest Local Control Funding Formula (LCFF) funding assumptions for the current and two subsequent years. We remind the District that increases in LCFF revenues for future years are uncertain, and the State Board of Education (SBE) regulations require specific uses of the LCFF funds. We recommend the District be prepared to adjust its projections based on the potential changes in LCFF funding levels to meet the SBE regulations' requirements.

Pursuant to Education Code Section 42142, within 45 days of a collective bargaining settlement, the District Superintendent must send to the County Superintendent any revisions to the District's current budget to fulfill the agreement. AB2756 and GC Section 3547.5(c) authorize the county superintendent to take specific action if a school district does not process these revisions.

We appreciate the District staff's cooperation during our review of the AB 1200 public disclosure of collective bargaining agreement. If our office may be of further assistance, please call me at (562) 940-1704.

Sincerely,

Merle S. Ordoñez

Merle Ordoñez
Business Services Consultant
Business Advisory Services

MO:mo

cc: Winfred Roberson, Jr., Superintendent
Stephen Dickinson, Chief Business and Financial Officer
Karineh Savarani, Director, Financial Services
Dr. Candi Clark, Los Angeles County Office of Education (LACOE)
Keith D. Crafton, LACOE
Charles Faulkner, LACOE
Jeff Young, LACOE
Chris Burdy, LACOE
Patricia Smith, LACOE
Tracy Minor, LACOE

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	California School Employees Association
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: July 1, 2016 (date) and ending: June 30, 2017 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20
1.	**Salary Schedule** Including Step and Column	$ 34,723,088	$ 1,041,692		
			3.00%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 5,443,582	$ 163,307		
			3.00%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 10,816,081	$ 324,482		
			3.00%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 10,328,859	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 61,311,610	$ 1,529,481	$ -	$ -
			2.49%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	843.20			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 72,713	$ 1,814	$ -	$ -
			2.49%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 by adding a step 9 to the salary schedule. Theere was no 2017-18 settlement at this time.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

Added a step 9 to the classified salary schedule.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

The 2016-17 settlement results in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The 2016-17 settlement results in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	Glendale Schools Management Association
Certificated, Classified, Other:	Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2016 (date) and ending: June 30, 2018 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation **All Funds - Combined**		**Fiscal Impact of Proposed Agreement** (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) **2017-18**	Year 2 Increase/(Decrease) **2018-19**	Year 3 Increase/(Decrease) **2019-20**
1.	**Salary Schedule** Including Step and Column	$ 20,797,533	$ 940,568		
			4.52%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 147,033	$ 6,650		
			4.52%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 4,551,190	$ 205,828		
			4.52%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 3,556,240	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 29,051,996	$ 1,153,046	$ -	$ -
			3.97%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	197.50			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 147,099	$ 5,838	$ -	$ -
			3.97%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% general salary increase retroactive from July1, 2016. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

None were added.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Glendale USD
Name of Bargaining Unit:	Combined CSEA and GSMA
Certificated, Classified, Other:	Certificated and Classified

The proposed agreement covers the period beginning: CSEA: 7/1/2016 GSMA: July 1, 2016 (date) and ending: 6/30/2017 June 30, 2018 (date)

The Governing Board will act upon this agreement on: May 15, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement 2nd Interim	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20
1.	**Salary Schedule** Including Step and Column	$ 55,520,621	$ 1,982,260		
			3.57%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 5,590,615	$ 169,957		
			3.04%	0.00%	0.00%
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 15,367,271	$ 530,310		
			3.45%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 13,885,099	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 90,363,606	$ 2,682,527	$ -	$ -
			2.97%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	1,040.70			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 86,830	$ 2,578	$ -	$ -
			2.97%	0.00%	0.00%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for both CSEA and GSMA. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA only. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

CSEA added a step 9 to the classified salary schedule (no general increase). GSMA was a general salary increase (no additional steps).

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
    If yes, please describe the cap amount.

Employees currently pay a portion of their health plan cost based on a defined formula.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Both the 2016-17 and 2017-18 settlements result in a draw down of the ending balance amount. New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the increasing deficit spending pattern present in the District. An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details) Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 222,354,970		$ -	$ 222,354,970
Federal Revenue	8100-8299	$ 200,000		$ -	$ 200,000
Other State Revenue	8300-8599	$ 8,323,696		$ -	$ 8,323,696
Other Local Revenue	8600-8799	$ 4,741,859		$ -	$ 4,741,859
TOTAL REVENUES		$ 235,620,525		$ -	$ 235,620,525
EXPENDITURES					
Certificated Salaries	1000-1999	$ 105,736,870	$ 546,394		$ 106,283,264
Classified Salaries	2000-2999	$ 24,313,730	$ 630,820		$ 24,944,550
Employee Benefits	3000-3999	$ 54,330,033	$ 286,680		$ 54,616,713
Books and Supplies	4000-4999	$ 6,036,062		$ -	$ 6,036,062
Services and Other Operating Expenditures	5000-5999	$ 17,546,914		$ -	$ 17,546,914
Capital Outlay	6000-6999	$ 138,489		$ -	$ 138,489
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 409,569		$ -	$ 409,569
Transfers of Indirect Costs	7300-7399	$ (1,239,692)		$ -	$ (1,239,692)
TOTAL EXPENDITURES		$ 207,271,975	$ 1,463,894	$ -	$ 208,735,869
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,015,000	$ -	$ -	$ 1,015,000
Contributions	8980-8999	$ (39,764,782)	$ (724,945)	$ -	$ (40,489,727)
OPERATING SURPLUS (DEFICIT)*		$ (12,431,232)	$ (2,188,839)	$ -	$ (14,620,071)
BEGINNING FUND BALANCE	9791	$ 47,212,609			$ 47,212,609
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 34,781,377	$ (2,188,839)	$ -	$ 32,592,538
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 600,551	$ -	$ -	$ 600,551
Restricted	9740				
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ -	$ -	$ 5,742,703
Reserve for Economic Uncertainties	9789	$ 8,603,136	$ 247,542	$ -	$ 8,850,678
Unassigned/Unappropriated Amount	9790	$ 19,834,987	$ (2,436,381)	$ -	$ 17,398,606

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 16,949,933		$ -	$ 16,949,933
Other State Revenue	8300-8599	$ 18,069,471		$ -	$ 18,069,471
Other Local Revenue	8600-8799	$ 9,144,370		$ -	$ 9,144,370
TOTAL REVENUES		$ 44,163,774		$ -	$ 44,163,774
EXPENDITURES					
Certificated Salaries	1000-1999	$ 25,804,750	$ 309,300	$ -	$ 26,114,050
Classified Salaries	2000-2999	$ 17,106,624	$ 463,539	$ -	$ 17,570,163
Employee Benefits	3000-3999	$ 17,546,729	$ 186,845	$ -	$ 17,733,574
Books and Supplies	4000-4999	$ 6,373,069		$ -	$ 6,373,069
Services and Other Operating Expenditures	5000-5999	$ 15,061,542		$ -	$ 15,061,542
Capital Outlay	6000-6999	$ 191,867		$ -	$ 191,867
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 530,000		$ -	$ 530,000
Transfers of Indirect Costs	7300-7399	$ 838,692		$ -	$ 838,692
TOTAL EXPENDITURES		$ 83,453,273	$ 959,684	$ -	$ 84,412,957
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 858,773	$ -	$ -	$ 858,773
Contributions	8980-8999	$ 39,764,782	$ 724,945	$ -	$ 40,489,727
OPERATING SURPLUS (DEFICIT)*		$ (383,490)	$ (234,739)	$ -	$ (618,229)
BEGINNING FUND BALANCE	9791	$ 10,642,315			$ 10,642,315
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 10,258,825	$ (234,739)	$ -	$ 10,024,086
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 308,404	$ -	$ -	$ 308,404
Restricted	9740	$ 9,950,421	$ (234,739)	$ -	$ 9,715,682
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 222,354,970		$ -	$ 222,354,970
Federal Revenue	8100-8299	$ 17,149,933		$ -	$ 17,149,933
Other State Revenue	8300-8599	$ 26,393,167		$ -	$ 26,393,167
Other Local Revenue	8600-8799	$ 13,886,229		$ -	$ 13,886,229
TOTAL REVENUES		$ 279,784,299		$ -	$ 279,784,299
EXPENDITURES					
Certificated Salaries	1000-1999	$ 131,541,620	$ 855,694	$ -	$ 132,397,314
Classified Salaries	2000-2999	$ 41,420,354	$ 1,094,359	$ -	$ 42,514,713
Employee Benefits	3000-3999	$ 71,876,762	$ 473,525	$ -	$ 72,350,287
Books and Supplies	4000-4999	$ 12,409,131		$ -	$ 12,409,131
Services and Other Operating Expenditures	5000-5999	$ 32,608,456		$ -	$ 32,608,456
Capital Outlay	6000-6999	$ 330,356		$ -	$ 330,356
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 939,569		$ -	$ 939,569
Transfers of Indirect Costs	7300-7399	$ (401,000)		$ -	$ (401,000)
TOTAL EXPENDITURES		$ 290,725,248	$ 2,423,578	$ -	$ 293,148,826
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,873,773	$ -	$ -	$ 1,873,773
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (12,814,722)	$ (2,423,578)	$ -	$ (15,238,300)
BEGINNING FUND BALANCE	9791	$ 57,854,924			$ 57,854,924
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 45,040,202	$ (2,423,578)	$ -	$ 42,616,624
COMPONENTS OF ENDING FUND					
Nonspendable	9711-9719	$ 908,955	$ -	$ -	$ 908,955
Restricted	9740	$ 9,950,421	$ (234,739)	$ -	$ 9,715,682
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ -	$ -	$ 5,742,703
Reserve for Economic Uncertainties	9789	$ 8,603,136	$ 247,542	$ -	$ 8,850,678
Unassigned/Unappropriated Amount	9790	$ 19,834,987	$ (2,436,381)	$ -	$ 17,398,606

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 782,000		$ -	$ 782,000
Other State Revenue	8300-8599	$ 2,701,000		$ -	$ 2,701,000
Other Local Revenue	8600-8799	$ 115,115		$ -	$ 115,115
TOTAL REVENUES		$ 3,598,115		$ -	$ 3,598,115
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,740,046	$ 9,968	$ -	$ 1,750,014
Classified Salaries	2000-2999	$ 1,154,441	$ 33,426	$ -	$ 1,187,867
Employee Benefits	3000-3999	$ 1,237,714	$ 10,957	$ -	$ 1,248,671
Books and Supplies	4000-4999	$ 153,305		$ -	$ 153,305
Services and Other Operating Expenditures	5000-5999	$ 131,483		$ -	$ 131,483
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 111,000		$ -	$ 111,000
TOTAL EXPENDITURES		$ 4,527,989	$ 54,351	$ -	$ 4,582,340
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 858,773	$ -	$ -	$ 858,773
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (71,101)	$ (54,351)	$ -	$ (125,452)
BEGINNING FUND BALANCE	9791	$ 190,634			$ 190,634
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 119,533	$ (54,351)	$ -	$ 65,182
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 119,533	$ (54,351)	$ -	$ 65,182
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780			$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 6,500,000		$ -	$ 6,500,000
Other State Revenue	8300-8599	$ 520,000		$ -	$ 520,000
Other Local Revenue	8600-8799	$ 2,018,365		$ -	$ 2,018,365
TOTAL REVENUES		$ 9,038,365		$ -	$ 9,038,365
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 3,318,483	$ 108,444	$ -	$ 3,426,927
Employee Benefits	3000-3999	$ 1,654,629	$ 29,201	$ -	$ 1,683,830
Books and Supplies	4000-4999	$ 3,951,660		$ -	$ 3,951,660
Services and Other Operating Expenditures	5000-5999	$ 286,650		$ -	$ 286,650
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 290,000		$ -	$ 290,000
TOTAL EXPENDITURES		$ 9,501,422	$ 137,645	$ -	$ 9,639,067
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (463,057)	$ (137,645)	$ -	$ (600,702)
BEGINNING FUND BALANCE	9791	$ 4,350,555			$ 4,350,555
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,887,498	$ (137,645)	$ -	$ 3,749,853
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 91,107	$ -	$ -	$ 91,107
Restricted	9740	$ 365,672	$ (137,645)	$ -	$ 228,027
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 3,430,719		$ -	$ 3,430,719
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund --- Fund 21**
Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ 1,039,524		$ -	$ 1,039,524
TOTAL REVENUES		$ 1,039,524		$ -	$ 1,039,524
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 1,168,259	$ 47,567	$ -	$ 1,215,826
Employee Benefits	3000-3999	$ 535,425	$ 12,809	$ -	$ 548,234
Books and Supplies	4000-4999	$ 189,422		$ -	$ 189,422
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ 64,208,488		$ -	$ 64,208,488
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 66,101,594	$ 60,376	$ -	$ 66,161,970
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 1,700,000	$ -	$ -	$ 1,700,000
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (63,362,070)	$ (60,376)	$ -	$ (63,422,446)
BEGINNING FUND BALANCE	9791	$ 80,859,460			$ 80,859,460
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 17,497,390	$ (60,376)	$ -	$ 17,437,014
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 11,713,749	$ (60,376)	$ -	$ 11,653,373
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 5,783,641		$ -	$ 5,783,641
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Funds 25 and 40**

Bargaining Unit: Combined CSEA and GSMA

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (2nd Interim + GTA Settlement)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,270,529		$ -	$ 2,270,529
Other Local Revenue	8600-8799	$ 2,110,452		$ -	$ 2,110,452
TOTAL REVENUES		$ 4,380,981		$ -	$ 4,380,981
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 114,559	$ 5,182	$ -	$ 119,741
Employee Benefits	3000-3999	$ 55,375	$ 1,395	$ -	$ 56,770
Books and Supplies	4000-4999	$ 930,055		$ -	$ 930,055
Services and Other Operating Expenditures	5000-5999	$ 1,173,408		$ -	$ 1,173,408
Capital Outlay	6000-6999	$ 16,379,108		$ -	$ 16,379,108
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,209,874		$ -	$ 1,209,874
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 19,862,379	$ 6,577	$ -	$ 19,868,956
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 1,015,000	$ -	$ -	$ 1,015,000
Transfers Out and Other Uses	7600-7699	$ 1,700,000	$ -	$ -	$ 1,700,000
OPERATING SURPLUS (DEFICIT)*		$ (16,166,398)	$ (6,577)	$ -	$ (16,172,975)
BEGINNING FUND BALANCE	9791	$ 32,896,820			$ 32,896,820
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 16,730,422	$ (6,577)	$ -	$ 16,723,845
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 2,246,853	$ (4,890)	$ -	$ 2,241,963
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 14,483,569	$ (1,687)	$ -	$ 14,481,882
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Glendale USD

Combined CSEA and GSMA

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

None.

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 222,354,970	$ 234,777,881	$ 241,173,942
Federal Revenue	8100-8299	$ 200,000	$ 200,000	$ 200,000
Other State Revenue	8300-8599	$ 8,323,696	$ 12,367,992	$ 5,132,536
Other Local Revenue	8600-8799	$ 4,741,859	$ 4,748,427	$ 4,748,427
TOTAL REVENUES		$ 235,620,525	$ 252,094,300	$ 251,254,905
EXPENDITURES				
Certificated Salaries	1000-1999	$ 106,283,264	$ 104,436,324	$ 105,439,635
Classified Salaries	2000-2999	$ 24,944,550	$ 25,007,563	$ 26,307,563
Employee Benefits	3000-3999	$ 54,616,713	$ 59,338,407	$ 65,815,157
Books and Supplies	4000-4999	$ 6,036,062	$ 4,644,463	$ 4,236,769
Services and Other Operating Expenditures	5000-5999	$ 17,546,914	$ 15,617,923	$ 15,877,704
Capital Outlay	6000-6999	$ 138,489	$ 81,592	$ 81,592
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 409,569	$ 409,569	$ 409,569
Transfers of Indirect Costs	7300-7399	$ (1,239,692)	$ (1,088,410)	$ (1,088,402)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 208,735,869	$ 208,447,431	$ 217,079,587
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,015,000	$ 1,015,000	$ 1,015,000
Contributions	8980-8999	$ (40,489,727)	$ (39,848,095)	$ (39,794,606)
OPERATING SURPLUS (DEFICIT)*		$ (14,620,071)	$ 2,783,774	$ (6,634,288)
BEGINNING FUND BALANCE	9791	$ 47,212,609	$ 32,592,538	$ 35,376,312
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 32,592,538	$ 35,376,312	$ 28,742,024
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 600,551	$ 147,474	$ 147,474
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ 4,519,807	$ 5,274,020
Reserve for Economic Uncertainties	9789	$ 8,850,678	$ 8,625,770	$ 8,884,725
Unassigned/Unappropriated Amount	9790	$ 17,398,606	$ 22,083,261	$ 14,435,805

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 16,949,933	$ 13,011,101	$ 13,023,781
Other State Revenue	8300-8599	$ 18,069,471	$ 17,574,871	$ 17,615,680
Other Local Revenue	8600-8799	$ 9,144,370	$ 7,312,143	$ 7,312,143
TOTAL REVENUES		$ 44,163,774	$ 37,898,115	$ 37,951,604
EXPENDITURES				
Certificated Salaries	1000-1999	$ 26,114,050	$ 24,417,810	$ 24,417,689
Classified Salaries	2000-2999	$ 17,570,163	$ 17,409,899	$ 17,409,844
Employee Benefits	3000-3999	$ 17,733,574	$ 17,291,681	$ 17,291,610
Books and Supplies	4000-4999	$ 6,373,069	$ 3,464,803	$ 3,464,764
Services and Other Operating Expenditures	5000-5999	$ 15,061,542	$ 13,329,807	$ 13,329,771
Capital Outlay	6000-6999	$ 191,867	$ 73,868	$ 73,868
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 530,000	$ 530,000	$ 530,000
Transfers of Indirect Costs	7300-7399	$ 838,692	$ 687,410	$ 687,402
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 84,412,957	$ 77,205,278	$ 77,204,948
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 858,773	$ 857,964	$ 857,950
Contributions	8980-8999	$ 40,489,727	$ 39,848,095	$ 39,794,606
OPERATING SURPLUS (DEFICIT)*		$ (618,229)	$ (317,032)	$ (316,688)
BEGINNING FUND BALANCE	9791	$ 10,642,315	$ 10,024,086	$ 9,707,054
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 10,024,086	$ 9,707,054	$ 9,390,366
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 308,404	$ -	$ -
Restricted	9740	$ 9,715,682	$ 9,707,054	$ 9,390,366
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Combined CSEA and GSMA

	Object Code	2017-18 Total Revised Budget After Settlement	2018-19 First Subsequent Year After Settlement	2019-20 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 222,354,970	$ 234,777,881	$ 241,173,942
Federal Revenue	8100-8299	$ 17,149,933	$ 13,211,101	$ 13,223,781
Other State Revenue	8300-8599	$ 26,393,167	$ 29,942,863	$ 22,748,216
Other Local Revenue	8600-8799	$ 13,886,229	$ 12,060,570	$ 12,060,570
TOTAL REVENUES		$ 279,784,299	$ 289,992,415	$ 289,206,509
EXPENDITURES				
Certificated Salaries	1000-1999	$ 132,397,314	$ 128,854,134	$ 129,857,324
Classified Salaries	2000-2999	$ 42,514,713	$ 42,417,462	$ 43,717,407
Employee Benefits	3000-3999	$ 72,350,287	$ 76,630,088	$ 83,106,767
Books and Supplies	4000-4999	$ 12,409,131	$ 8,109,266	$ 7,701,533
Services and Other Operating Expenditures	5000-5999	$ 32,608,456	$ 28,947,730	$ 29,207,475
Capital Outlay	6000-6999	$ 330,356	$ 155,460	$ 155,460
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 939,569	$ 939,569	$ 939,569
Transfers of Indirect Costs	7300-7399	$ (401,000)	$ (401,000)	$ (401,000)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 293,148,826	$ 285,652,709	$ 294,284,535
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,873,773	$ 1,872,964	$ 1,872,950
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (15,238,300)	$ 2,466,742	$ (6,950,976)
BEGINNING FUND BALANCE	9791	$ 57,854,924	$ 42,616,624	$ 45,083,366
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 42,616,624	$ 45,083,366	$ 38,132,390
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 908,955	$ 147,474	$ 147,474
Restricted	9740	$ 9,715,682	$ 9,707,054	$ 9,390,366
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 5,742,703	$ 4,519,807	$ 5,274,020
Reserve for Economic Uncertainties	9789	$ 8,850,678	$ 8,625,770	$ 8,884,725
Unassigned/Unappropriated Amount	9790	$ 17,398,606	$ 22,083,261	$ 14,435,805

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Glendale USD
Combined CSEA and GSMA

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 295,022,599	$ 287,525,673	$ 296,157,485
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 295,022,599	$ 287,525,673	$ 296,157,485
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 8,850,678	$ 8,625,770	$ 8,884,725

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 8,850,678	$ 8,625,770	$ 8,884,725
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 17,398,606	$ 22,083,261	$ 14,435,805
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 26,249,284	$ 30,709,031	$ 23,320,530
f.	Reserve for Economic Uncertainties Percentage	8.90%	10.68%	7.87%

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes	X	No	
2018-19	Yes	X	No	
2019-20	Yes	X	No	

4. If no, how do you plan to restore your reserves?

The projections reflect an approved 2018-19 solvency plan and released 7.25 million 2018-19 state discretionary reserve.

5. **Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	2,682,527
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(2,423,578)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,351)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(137,645)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	(60,376)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	(6,577)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(2,682,527)
	Variance	$ 0

Variance Explanation:
The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for CSEA and GSMA. The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA. Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.

6. **Will this agreement create or increase deficit financing in the current or subsequent years?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$(12,814,722)	(4.4%)	Continued deficit spending pattern.
Current FY Surplus/(Deficit) after settlement(s)?	$(15,238,300)	(5.2%)	Continued deficit spending pattern.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ 2,466,742	0.9%	Continued deficit spending pattern.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (6,950,976)	(2.3%)	Continued deficit spending pattern.

Deficit Reduction Plan (as necessary):
The Board of Education is aware of the deficit spending pattern and will be proactive in finding ways to reduce these deficits.

7. **Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	$ -	Projection reflects 2018-19 approved Solvency Plan.
1st Subsequent FY Restricted, Page 5b	$ -	Projection reflects 2018-19 approved Solvency Plan.
2nd Subsequent FY Unrestricted, Page 5a	$ -	Projection reflects 2018-19 approved Solvency Plan.
2nd Subsequent FY Restricted, Page 5b	$ -	Projection reflects 2018-19 approved Solvency Plan.

Combined CSEA and GSMA

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2017-18	2018-19	2019-20
a. LCFF Funding per ADA	8,537.53	8,732.79	9,211.65	9,434.47
b. Amount Change from Prior Year Funding per ADA		195.26	478.86	222.82
c. Percentage Change from Prior Year Funding per ADA		2.29%	5.48%	2.42%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		2,682,527.03	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.97%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Glendale Unified School District, hereby certify that the District can meet the costs incurred under the CSEA and GSMA Collective Bargaining Agreements during the term of the agreements, from July 1, 2016 to June 30, 2017 for CSEA and from July 1, 2016 to June 30, 2018 for GSMA.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 2,682,527
Ending Balance(s) Increase/(Decrease)	$ (2,682,527)

Subsequent Years

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 1,525,899
Ending Balance(s) Increase/(Decrease)	$ (1,525,899)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

X I hereby certify ____ I am unable to certify

Winfred B. Kelly Jr. 4.23.18

District Superintendent **Date**

(Signature)

X I hereby certify ____ I am unable to certify

4-23-18

Chief Business Official **Date**

(Signature)

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Glendale USD
Combined CSEA and GSMA

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The 2016-17 settlement provides an ongoing 1.5% salary increase retroactive from July1, 2016 for CSEA & GSMA.
The 2017-18 settlement provides an additional ongoinng 1.5% general salary increase effective July 1, 2017 for GSMA.
Page 1, Section A, Line 5 reflects the 2016-17 retro payment adjustments, "plus" the ongoing 2017-18 general increase.
CSEA will apply their increase to create a new step 9 on the salary schedule. GSMA settlement is a general salary increase.

Concerns regarding affordability of agreement in subsequent years (if any):

The CSEA and GSMA settlements result in a draw down of the ending balance amount.
New LCFF funding has been released in 2016-17, 2017-18 and 2018-19 to help reduce (but not eliminate) the ongoing deficit spending pattern present in the District.
An approved solvency plan for 2018-19 will help offset some of the settlement inpacts. (see attached for details)
Additionally, the reserve for the $7.25 million one time 2018-19 Other State Discretionary Revenue was released to help offset the ongoing deficit spending pattern.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Glendale Unified School District
District Name

District Superintendent (Signature) — **Date**

Craig Larimer, Financial Analyst
Contact Person

818-241-3111 ext. 1349
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 15, 2018 took action to approve the proposed agreement with the CSEA and GSMA Bargaining Units.

President (or Clerk), Governing Board (Signature) — **Date**

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Attachment B as of 04/16/2018

Budget Adjustment Impact on Unrestricted General Fund Ending Balance
2017-18 Second Interim "Plus" Approved GTA, CSEA and GSMA Salary Schedule Settlements
GOVERNOR'S 2018-19 JANUARY PROPOSALS ARE REFLECTED

Major Changes	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Adopted Budget 2017-18 Ending Balance	$ 44,287,391	$ 37,427,333	$ 31,163,960	$ 23,414,341	$ 16,604,943	$ 3,355,110
Adjustment For Actual 2016-17 Ending Balance	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219	$ 2,925,219
Revised 2017-18 Ending Balance Reflecting Actuals Adjustment	$ 47,212,610	$ 40,352,552	$ 34,089,179	$ 26,339,560	$ 19,530,162	$ 6,280,329
Initial July Adjustments (After Governor Signed State Budget)						
Revised LCFF Funding Variables		$ (105,148)	$ (611,988)	$ (756,471)	$ -	$ -
2017-18 One-Time State Discretionary Funding At $146 per ADA		$ 3,668,688				
First Interim Adjustments						
Revised LCFF Funding Variables		$ 542,565	$ (47,805)	$ (230,760)	$ -	$ -
Computer Laptop Purchases (Funded by State Discretionary Funding above)		$ (1,222,896)	$ (1,222,896)	$ (1,222,896)		
Appropriate Carry-Over		$ (3,152,967)				
Additional Mandated Block Grant Income		$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Public Surplus Auctions Income		$ 3,996				
Misc. Income		$ 409				
Second Interim Adjustments						
Revised LCFF Funding Variables		$ 208,471	$ 4,911,953	$ 4,557,575	$ 1,976,717	$ 9,746,503
2018-19 One-Time State Discretionary Funding At $295 per ADA			$ 7,250,000			
Misc. Income		$ 2,500				
End of Year Adjustments (DRAFT)						
SCENARIO OF A 1.50% SALARY INCREASE RETRO 2016-17 (Ongoing)						
Certificated Cost of a 1.50% Salary Increase		$ (3,686,100)	$ (1,843,050)	$ (1,843,050)	$ (1,843,050)	$ (1,843,050)
Classified Cost of a 1.50% Salary Increase		$ (1,303,923)	$ (651,962)	$ (651,962)	$ (651,962)	$ (651,962)
Management Cost of a 1.50% Salary Increase		$ (587,007)	$ (293,504)	$ (293,504)	$ (293,504)	$ (293,504)
SCENARIO OF SALARY INCREASE For 2017-18 (Ongoing)						
Certificated Cost of a 1.50% Salary Increase (1.523% compounded)		$ (1,870,696)	$ (1,870,696)	$ (1,870,696)	$ (1,870,696)	$ (1,870,696)
Classified Cost of a TBD % Salary Increase (not settled yet)		$ -	$ -	$ -	$ -	$ -
Management Cost of a 1.50% Salary Increase (1.523% compounded)		$ (297,906)	$ (297,906)	$ (297,906)	$ (297,906)	$ (297,906)
Approved 2018-19 Solvency Plan (On-Going Items)			$ 3,685,000	$ 3,685,000	$ 3,685,000	$ 3,685,000
Current Year Impact	$ -	$ (7,760,014)	$ 9,047,147	$ 1,115,331	$ 744,600	$ 8,514,386
Cumulative Impact to Ending Balance	$ -	$ (7,760,014)	$ 1,287,133	$ 2,402,465	$ 3,147,065	$ 11,661,451
Adjusted Ending Balance Projection	**$ 47,212,610**	**$ 32,592,538**	**$ 35,376,312**	**$ 28,742,025**	**$ 22,677,226**	**$ 17,941,780**
Designated and Restricted Portion:						
Revolving Cash	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
Stores	$ 77,474	$ 77,474	$ 77,474	$ 77,474	$ 77,474	$ 77,474
Prepaid Expenditures	$ 888,655	$ 453,078	$ -	$ -	$ -	$ -
3% Mandated Reserve for Economic Uncertainties	$ 8,442,375	$ 8,850,678	$ 8,625,770	$ 8,884,725	$ 9,096,221	$ 9,290,873
Reserve For Future LACOE System Charges	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000
Reserve LCFF Net Income Growth less STRS/PERS/Special Education Increases		$ -	$ -	$ 1,977,109	$ 7,083,856	$ 16,234,652
Reserve for Carry-Overs, MAA, Board Elections	$ 5,049,878	$ 1,896,911	$ 1,896,911	$ 1,896,911	$ 1,896,911	$ 1,896,911
Other Reserve	$ -	$ -	$ -	$ -	$ -	$ -
Reserve for One-Time 2017-18 Discretionary Funding	$ -	$ 2,445,792	$ 1,222,896	$ -	$ -	$ -
Release The Reserve for One-Time 2018-19 Discretionary Funding	$ -	$ -	$ -	$ -	$ -	$ -
Adjusted Balance in Excess of Assigned And 3% Reserve	**$ 31,284,228**	**$ 17,398,605**	**$ 22,083,261**	**$ 14,435,806**	**$ 3,052,764**	**$ (11,028,130)**

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 3

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching and Learning
Jill Firstman, Coordinator, Teaching and Learning

SUBJECT: **Approval of Transitional Kindergarten Curriculum Materials Adoption**

The Superintendent recommends that the Board of Education approve the adoption of Frog Street Pre-K curriculum materials for Transitional Kindergarten.

Overview

In the fall of 2017, all Transitional Kindergarten (TK) teachers convened to begin the process of vetting new possible curricula. The current TK curriculum, Houghton Mifflin Harcourt (HMH) *Splash into Pre-K*, is no longer in print, therefore replacement materials and materials for new TK classrooms are unavailable. To provide all TK teachers with a curriculum, a new program is needed for adoption for the 2018-2019 school year.

Curriculum Review Process

On October 27, 2017, TK teachers met to review the components of an interdisciplinary TK program based on "*The Alignment of the California Preschool Learning Foundations with Key Early Education Resources* and *The Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers."* Teachers then created a rubric for program evaluation also using the California Department of Education's foundational content of a TK curriculum from Chapter 3 of the TK Implementation Guide.

The Teaching and Learning Department reached out to leading publishers to provide curriculum samples for teachers to review at their next meeting. On December 15, 2017 and February 5, 2018, the TK teachers met to evaluate five programs using the rubric they developed. Teachers were provided with sample materials from the following programs:

- Houghton Mifflin Harcourt (HMH) Big Day
- Pearson Opening of the World of Learning (OWL)
- Benchmark Ready to Advance

- Frog Street Pre-K
- McGraw-Hill World of Wonders

On March 12, 2018, teachers met to finish their review and to norm and calculate rubric scores. Based on the rubric scores, they determined that they would move forward with the following top two programs for further evaluation:

- Benchmark Ready to Advance
- Frog Street Pre-K

On April 5, 2018, representatives from these two publishers presented their programs to the TK teachers. Then, teachers reviewed the rubrics for both programs and had a discussion including arguments for and against each program. After deliberation, eight teachers voted for *Frog Street Pre-K* and three teachers voted for *Benchmark Ready to Advanc*e.

The TK Curriculum Review Committee (CRC) recommends *Frog Street Pre-K* for adoption in the 2018-2019 school year. The Frog Street curriculum meets the needs of Glendale Unified School District (GUSD) students and teachers, contains the key characteristics of early learning and development, including alignment to the Preschool Learning Foundations. In addition, the Frog Street program has the following features:

- Provides comprehensive, integrated instruction in all domains
- Uses research-based principles of learning and is written by early childhood experts
- Implements developmentally appropriate practices
- Provides instruction based on the predictors of literacy: alphabetical knowledge, phonemic awareness, concepts of print
- Supports equity of materials and instruction for English and Spanish
- Offers a strong daily routine that develops key social skills and emotional control

On April 6, 2018, the TK CRC recommended *Frog Street Pre-K* to the Elementary Education Council, and the Council unanimously approved the recommendation. Samples of *Frog Street Pre-K* materials were also placed on display in the District Office Lobby for community review and feedback.

Cost of Instructional Materials and Professional Development:

The total cost of *Frog Street Pre-K* materials for 14 classrooms is approximately $46,000 plus tax and shipping. Teachers will need training for two days in order to implement the program. Approximate cost for each day of professional development will be $2,700 plus tax. The total approximate cost for all materials and two days of implementation training including tax and shipping is $64,000.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 4

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Stephen Dickinson, Chief Business and Financial Officer
SUBJECT:	**Approval of Amendment No. 1 to Independent Consultant Agreement No. 409 with Premier Inspection Services, Inc. for Dunsmore Elementary School Portables Project's DSA Inspection Services**

The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 409 with Premier Inspection Services, Inc. for the Dunsmore Elementary School Portables Project's DSA Inspection Services in the amount of $43,500.00.

On May 23, 2017, the Board approved Independent Consultant Agreement (ICA) No. 409 with Premier Inspection Services, Inc. (La Cañada) for $44,312.50, which was listed in the Purchase Orders report, to provide DSA Inspection Services for the Dunsmore Elementary School Portables project.

Amendment No. 1 in the amount of $43,500 accounts for additional DSA Inspection Services required for Phase 2 of the project, which includes the installation of two (2) additional portable buildings. This Amendment increases the contract total to $87,812.50.

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

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
DSA Class 3 Inspection Services @ Dunsmore

Professional Service Number: 409
Amendment No. 1 – May 16, 2018

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 26th day of April, 2017 by and between the Glendale Unified School District, ("District") and Premier Inspection Services, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Consultant shall provide DSA Class 3 Inspection Services as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

~~2.~~ Term. Consultant shall commence providing services under this Agreement on April 26, 2017 and will diligently perform as required and complete performance by ~~October 31, 2017~~ October 31, 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:

X	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background/Tuberculosis Clearance Certifications
X	Insurance Certificates and Endorsements
X	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) Forty-Four Thousand Three Hundred Twelve Dollars and Fifty Cents ($44,312.50) which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

   5.1. Not Applicable

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

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

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

   7.1. Not applicable.

8. Performance of Services.

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

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

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

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

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

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

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

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records,

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

12. Termination.

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

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

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

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

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

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

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily

injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

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

21. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

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

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

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

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

District:	Consultant:
Glendale Unified School District 349 West Magnolia Avenue Glendale, California 91204 [FAX] (818) 507-4911 ATTN: Stephen Dickinson	Premier Inspection Services 1045 Foothill Boulevard La Canada, CA 91011 [FAX] (818) 864-6543 ATTN: Greg Powell

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: _____, 2018	Dated: _____, 2018
Glendale Unified School District	Consultant: Premier Inspection Services
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.

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:

Dunsmore Elementary School – Portable Project

Perform DSA Class 3 Inspection Services for the installation of four (4) classrooms and one (1) restroom building.

Hourly rate:

- $62.50 per hour - Monday through Friday, with a four hour minimum
- $97.75 per hour - Saturdays
- $125.00 per hour – Sundays and Holidays

Total of 709 @ $62.50 per hour = $44,312.50 (693 hours – Four months with 8 hours/day, and 16 hours for additional follow-up inspections)

Dunsmore Portable Project – Phase 2

Total 696 hours at $62.50 per hour = $43,500.00 (680 hours - 4 Months with 8 hours/day, plus 16 hours for follow-up inspections.

Total Not-To-Exceed Amount	~~$44,312.50~~	$87,812.50

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

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: Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

SUBJECT: **Award of Bid No. 171-17/18 for LED Lighting Upgrade at Various School Sites**

The Superintendent recommends that the Board of Education award Bid No. 171-17/18 for LED lighting upgrades at various school sites to: Chalmers Construction Services, Inc. for Muir Elementary School in the amount of $56,100; and Cybertech Construction Co. for Toll, Roosevelt, Wilson, Rosemont Middle and Glendale High Schools in the amount of $46,936.25.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for LED lighting upgrades at Muir Elementary School; Toll, Roosevelt, Wilson, and Rosemont Middle Schools; and Glendale High School. A bid conference and job walk was conducted and ten (10) contractors participated. The District received and opened three (3) bids on April 26, 2018, as outlined below:

Contractor	Muir	Toll	Roosevelt	Wilson	Rosemont	Glendale High
Chalmers Construction Services, Inc.	$56,100.00	$7,950.00	$11,304.00	$5,536.00	$16,490.00	$29,520.00
Soled Energy, Inc.	$30,000.00	$8,000.00	$70,000.00	$8,000.00	$30,000.00	$50,000.00
Cybertech Construction Co.	$86,841.00	$3,640.00	$7,210.00	$3,570.00	$6,900.00	$25,616.25

Following the receipt of bids, Soled Energy, Inc. withdrew their bid citing clerical errors that occurred during the bid preparation, pursuant to California Public Contract Code Section 5103. 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) as the lowest responsive and responsible bidder for Muir Elementary School in the amount of $56,100.00; and Cybertech Construction Co. (Tarzana) as the lowest responsive and responsible bidder for Toll, Roosevelt, Wilson, Rosemont Middle Schools, and Glendale High School in the amount of $46,936.25. There is a total of $25,000 allowance for all schools reserved for additional lighting supplies if needed. The project is anticipated to be completed by August 10, 2018. Bid details are available for review in the Procurement & Contract Services Department. This project is funded by Proposition 39 funds.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 6

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

SUBJECT: **Award and Rejection of Bid No. 170-17/18 for Play Area Improvements at Verdugo Woodlands, R.D. White, Muir, Balboa, and Lincoln Elementary Schools**

The Superintendent recommends that the Board of Education award Bid No. 170-17/18 for Play Area Improvements at various school sites: to Cybertech Construction Co. for Muir Elementary School and Additive Alternate No. 2 in the amount of $178,554.00; Paradise Construction & Contract Management, Inc. for Lincoln Elementary School in the amount of $12,400; and reject the bids for Verdugo Woodlands, R.D. White, and Balboa Elementary Schools.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for play area improvements at Verdugo Woodlands, R.D. White, Muir, and Balboa Elementary Schools. An addendum was issued to add the construction of a ball wall at Lincoln Elementary School. A bid conference and job walk was conducted and nine (9) contractors participated. The District received and opened two (2) bids on May 1, 2018, as outlined below:

Contractor	Verdugo Woodlands	R.D. White	Muir	Balboa	Lincoln	Additive Alternates
Paradise Construction & Contract Management, Inc.	No Bid	No Bid	No Bid	No Bid	$12,400	No. 1: No Bid
						No. 2: No Bid
						No. 3: No Bid
						No. 4: $900
						No. 5: $900
						No. 6: $67,000
						No. 7: $19,200
						$9,700
Cybertech Construction Co.	$378,777	$448,777	$148,777	$398,777	No Bid	No. 1: $29,777
						No. 2: $29,777
						No. 3: $59,777
						No. 4: $24,777
						No, 5: $24,777
						No. 6: $798,777
						No. 7: $178,777
						$69,777

After conducting a post-bid conference and reviewing the bid documents, staff believes that the amounts submitted for Verdugo Woodlands, R.D. White, and Balboa Elementary Schools are higher than the allocated budget. Staff is recommending to award the bid as follows: to Cybertech Construction Co. (Tarzana) for Muir Elementary School in the amount of $148,777.00 with Additive Alternate No. 2 in the amount of $29,777.00; to Paradise Construction & Contract Management, Inc. (Perris) for Lincoln Elementary School in the amount of $12,400.00; and rebid the projects at Verdugo Woodlands, R.D. White, and Balboa Elementary Schools. If during Project construction the District determines it necessary to proceed with Additive Alternates No. 4 through 7, then the District can issue change orders as to those components and bring them to the Board of Education for approval. The project is anticipated to be completed by August 10, 2018. Bid details are available for review in the Procurement & Contract Services Department.

This project is funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

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: Frank Schlueter, Director, Educational Technology and Information Services
Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

SUBJECT: **Award of RFP PA No. 1 for Copier/MFD Hardware and Services**

The Superintendent Recommends that the Board of Education approve award of RFP PA No. 1 for Copier/MFD Hardware and Services to Sharp Business Systems in the amount of not to exceed $1,847,090.00.

In accordance with established procedures, the administrative departments within the Business Services and Educational Services Divisions completed the solicitation of proposals for document management services, to replace copiers/Multifunction Devices (MFD) Hardware and Services. Thirty (30) responses were received out of which, only eight (8) packages were complete. Twenty-two (22) vendors did not provide required documentation or forms by the due date and time, and the District deemed the responses incomplete. The complete responses were evaluated based on the criteria specified in the RFP and rated as follows:

Company Name	Total Score	Rank
Sharp Business Systems (Sharp)	665	1
CBE Office Solutions (Sharp)	648	2
Business Complete Solutions (Toshiba)	643	3
SoCal Office Technologies (Xerox)	628	4
Kyocera Document Solutions (Kyocera)	615	5
Ricoh USA Inc. (Ricoh)	577	6
BMC Inc. (Sharp)	563	7
Canon Solutions America (Canon)	542	8

After reviewing proposals, District staff is recommending to award a service contract to Sharp Business Systems (Santa Fe Springs) in the amount of not to exceed $1,847,090.00. The term of the contract will be effective from July 1, 2018 and is for five (5) years for every device.

Funding for these services is budgeted by the District's General Fund. Bid details are available for review in the Procurement and Contract Services Department.

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

SERVICES AGREEMENT

This **Agreement** for Copier/MFD Hardware and Services ("Agreement") is made and entered into as of the ____ day of_____, 2018 by and between the Glendale Unified School District, ("District") and Sharp Business Systems (SBS), a direct sales division of Sharp Electronics Corporation, a corporation, whose place of business is 12985 Los Nietos Rd, Santa Fe Springs, California, herein referring to as ("Contractor"), (together, "Parties").

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term**. Contractor shall commence providing services under this Agreement on July 1, 2018 and will diligently perform as required and complete performance as agreed (five (5) years for every device).

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

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

3. **Compensation**. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested, not to exceed $1,847,090.00) for the fees as outlined in Attachment A for equipment and services as ordered by the District which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the terms and conditions specified on the purchase order.

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

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

    4.1. **N/A**

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

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

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

8. **Termination**.

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

        8.1.1. material violation of this Agreement by the Contractor; or

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

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

    Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing

provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

10. **Insurance**.

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

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

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

10.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700

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

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

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

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

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

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

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

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

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

12. **Compliance with Laws**. **Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County

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

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

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

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

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

    18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

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

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

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

District:	**Contractor:**
Glendale Unified School District	_____
223 N. Jackson Street	_____
Glendale, California 91206	_____
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.

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

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

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

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

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

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

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

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

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

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

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

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

34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of

materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

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

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

42. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the

period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

Company Name _____

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

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

Information regarding Contractor:

License No.: _____

Address: _____

_____

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.

Glendale Unified School District

By: _____ Date: _____

Print Name: _____ Print Title: _____

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

RFP PA #1 of 3: Copier/MFD Hardware and Service

This agreement, along with Sharp Business Systems' proposal response, "Attachment C", sets forth the specific terms and conditions under which Sharp Business Systems agrees to sell the specific equipment and provide the services to Glendale Unified School District.

1. **Pricing**

   a. All pricing stated in Sharp Business Systems' response to RFP PA #1 of 3: Copier/MFD Hardware and Service is listed in Attachment B.
   b. All pricing stated in Attachment B will be fixed for a period of twenty-four (24) months from the award of the contract.
   c. For devices that Glendale Unified School District may wish to acquire after the twenty-four (24) month price guarantee expires, Sharp Business Systems agrees to offer Glendale Unified School District a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discount being offered in this RFP.
   d. There will be no lease documentation fees.
   e. Sharp Business Systems agrees be responsible for the return of equipment acquired from Sharp Business Systems under this bid to the Leasing Company at the end of the lease term. This shall include shipping costs, insurance, or any other shipping or equipment repair costs associated with the return of this equipment.
   f. Glendale Unified School District is not required to pay property tax. Sharp Business Systems agrees to take all preemptive and/or corrective actions necessary to ensure that Glendale Unified School District is not billed for property tax from any and all billing related to the equipment and services contained herein, including billing from any lease company.
   g. Glendale Unified School District will provide Sharp Business Systems with insurance documentation if required by the Leasing Company when the lease contracts are signed. Sharp Business Systems will be responsible to ensure that the insurance documentation is delivered to the Lease Company and take any and all necessary actions to correct any insurance billing problems.
   h. For equipment owned by Glendale Unified School District that will be replaced, Sharp Business Systems agrees to pick up and dispose of used equipment if requested at no additional charge to Glendale Unified School District at the time of delivery of a new device. Glendale Unified School District will provide Sharp Business Systems with a list of all equipment to be removed and disposed of. Sharp Business Systems will remove hard drives and turn them over to Glendale Unified School District before removal at a cost of $150 per hard drive.

2. **Warranties**

   a. Ninety (90) Day 100% Money Back Guarantee: Sharp Business Systems offers a 100% money-back guarantee regardless of the problem and will refund any money Glendale Unified School District has paid for any device acquired under this contract if Glendale Unified School District provides written notice on letterhead within ninety (90) days of the completed installation stating that the money-back guarantee will be exercised. Any money paid by Glendale Unified School District will be refunded within thirty (30) days of Sharp Business Systems' receipt of any such request.
   b. Sharp Business Systems guarantees that each device ordered under this agreement will operate within the specifications stated in the on-line RFP PA #1 of 3: Copier/MFD Hardware and

Service that was submitted by Sharp Business Systems, for sixty (60) months or the number of impressions listed below from the date of installation.

25PPM & 35PPM B/W MFD (Sharp MX-M364 or current model): 750,000 impressions
45PPM B/W MFD (Sharp MX-M464 or current model): 1,200,000 impressions
55PPM B/W MFD (Sharp MX-M564 or current model): 2,100,000 impressions
65PPM B/W MFD (Sharp MX-M654 or current model): 2,700,000 impressions
75PPM B/W MFD (Sharp MX-M754 or current model): 3,900,000 impressions
85PPM B/W MFD (Sharp MX-M905 or current model): 4,500,000 impressions
95PPM B/W MFD (Sharp MX-M1055 or current model): 9,000,000 impressions
Color 25PPM B/W 25PPM MFD (Sharp MX-3050 or current model): 300,000 impressions
Color 35PPM B/W 35PPM MFD (Sharp MX-3550 or current model): 750,000 impressions
Color 45PPM B/W 45PPM MFD (Sharp MX-5050 or current model): 1,200,000 impressions
Color 55PPM B/W 55PPM MFD (Sharp MX-6050 or current model): 2,100,000 impressions
Color 65PPM B/W 65PPM MFD (Sharp MX- 6580 or current model): 2,700,000 impressions

c. If any device fails to operate under the specifications stated in section 2.b., Sharp Business Systems will replace the device on a like-for-like basis with the then-current technology as long as the device is kept on a continuous service agreement with Sharp Business Systems and only supplies recommended by the equipment manufacturer are used.

3. **Service Contract**

Sharp Business Systems has given Glendale Unified School District the option to purchase service contracts for five (5) years and will bill Glendale Unified School District for these service contracts Quarterly in Arrears. The service contract will include print controller support, unlimited supplies of toner, developer, drums, all consumable parts, toner waste containers, staples (for the copiers), and all other supply items excluding paper, unless otherwise noted. The service contract shall include all parts and Preventative Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. All parts will be replaced with Original Equipment Manufacturer (OEM) parts according to the manufacturer's estimated yields.

Fees for service contracts, including staples, will be as follows:

Sharp MX-M364 or current model
The first through fifth years of service will be billed at $0.00440 per B/W impression.

Sharp MX-M464 or current model
The first through fifth years of service will be billed at $0.00420 per B/W impression.

Sharp MX-M564, Sharp MX-M654, and Sharp MX-M754 or current models
The first through fifth years of service will be billed at $0.00400 per B/W impression.

Sharp MX-M905 and Sharp MX-M1055 or current models
The first through fifth years of service will be billed at $0.00370 per B/W impression.

Sharp MX-3050 or current model
The first through fifth years of service will be billed at $0.00470 per B/W impression and $0.0470 per color impression.

Sharp MX-3550 or current model
The first through fifth years of service will be billed at $0.00440 per B/W impression and

$0.0440 per color impression.

Sharp MX-5050 or current model

The first through fifth years of service will be billed at $0.00420 per B/W impression and $0.0420 per color impression.

Sharp MX-6050 or current model

The first through fifth years of service will be billed at $0.00400 per B/W impression and $0.0400 per color impression.

Sharp MX-6080 or current model

The first through fifth years of service will be billed at $0.00370 per B/W impression and $0.0370 per color impression.

4. **Service Responses**

a. Sharp Business Systems guarantees that the average time it will take a technician to acknowledge Glendale Unified School District's service request once a service call has been placed with Sharp Business Systems, as calculated from the time the service call is placed until a service technician calls Glendale Unified School District to provide an estimated time of arrival, will be 60 minutes.

b. **Average Response Time (Monday – Friday, excluding Holidays)**:
Sharp Business Systems guarantees that the average in-person service response time for each device, as calculated from the time the service call is placed by Glendale Unified School District to the factory-trained service technician's on-site arrival in a 12-month trailing average, including preventive maintenance calls, will be three and a half (3.5) hours.

c. **Maximum Response Time (Monday – Friday, excluding Holidays)**:
Sharp Business Systems guarantees that the maximum in-person service response time, as calculated from the time the service call is placed by Glendale Unified School District to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be four (4) hours.

d. If Sharp Business Systems is unable for any reason to respond within the average response times as listed in section 4.b., Sharp Business Systems will compensate Glendale Unified School District with a credit equal to 25% of the total monthly service cost (for the specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time.

e. If Sharp Business Systems is unable for any reason to respond within the maximum response times as listed in section 4.c., Sharp Business Systems will compensate Glendale Unified School District with a credit equal to 25% of the monthly service contract for that device, per call with a late response time.

f. For the entire life of each device covered under a service contract with Sharp Business Systems, Sharp Business Systems will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Sharp Business Systems will replace failed parts as long as the device is covered under a service contract by Sharp Business Systems.

g. Sharp Business Systems guarantees that each device will average the number of impressions between service calls (IBCs) listed below. The averages shall include Preventative Maintenance (PM) service calls and be calculated during any immediately preceding 12-month period. These calculations will exclude service calls caused by operator error, and the guarantee will remain in effect while the equipment is continuously under a service agreement with Sharp Business Systems.

25PPM & 35PPM B/W MFD (Sharp MX-M364 or current model): 12,500 IBCs
45PPM B/W MFD (Sharp MX-M464 or current model): 20,000 IBCs
55PPM B/W MFD (Sharp MX-M564 or current model): 35,000 IBCs
65PPM B/W MFD (Sharp MX-M654 or current model): 45,000 IBCs
75PPM B/W MFD (Sharp MX-M754 or current model): 65,000 IBCs
85PPM B/W MFD (Sharp MX-M905 or current model): 75,000 IBCs
95PPM B/W MFD (Sharp MX-M1055 or current model): 150,000 IBCs
Color 25PPM B/W 25PPM MFD (Sharp MX-3050 or current model): 5,000 IBCs
Color 35PPM B/W 35PPM MFD (Sharp MX-3550 or current model): 12,500 IBCs
Color 45PPM B/W 45PPM MFD (Sharp MX-5050 or current model): 20,000 IBCs
Color 55PPM B/W 55PPM MFD (Sharp MX-6050 or current model): 35,000 IBCs
Color 65PPM B/W 65PPM MFD (Sharp MX- 6580 or current model): 45,000 IBCs

h. If any device does not meet the average number of impressions between service calls as described above, Sharp Business Systems will replace the device on a like-for-like basis with the then-current technology.
i. Sharp Business Systems agrees to provide only Original Equipment Manufacturer parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require Sharp Business Systems to fully compensate Glendale Unified School District for any real or perceived loss or damage.
j. Sharp Business Systems will provide a loaner device of equal or superior capabilities to Glendale Unified School District upon request if any device installed by Sharp Business Systems is unable to perform to Glendale Unified School District's specifications for more than eight (8) hours of normal business operation.
k. Customer Support will be available by phone at no additional charge during normal (8am to 5pm) business hours.
l. All copies run by any representative of Sharp Business Systems will be tracked and credited back to Glendale Unified School District's account at the end of each service-billing period.

5. **Evaluations of Service Performance**

a. Glendale Unified School District and/or its appointed agent reserve the right to monitor and evaluate all aspects of Sharp Business Systems' invoicing and service work that is executed by Sharp Business Systems for all equipment that is leased and/or covered under a service contract by Sharp Business Systems on an ongoing basis. Sharp Business Systems agrees to provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax. In addition, Sharp Business Systems agrees not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Sharp Business Systems' performance of services provided to Glendale Unified School District.
b. In addition, Sharp Business Systems agrees to pay to Glendale Unified School District a $50.00 penalty per consecutive day, beyond ten (10) business days, that Sharp Business Systems delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
c. Sharp Business Systems will provide the pages from the service manual indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names that may be included in PM Kits, and manufacture part numbers to Glendale Unified School District. (This information will be used by Glendale Unified School District to evaluate service work that is being performed by Sharp Business Systems.)
d. Sharp Business Systems shall deliver monthly reports in an electronic format acceptable to Glendale Unified School District and/or its agent. The reports will be formatted in an acceptable

manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from Sharp Business Systems. In addition, each report will include all service calls performed during the past thirty (30) days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Sharp Business Systems, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to Glendale Unified School District and/or its agent for the life of the equipment.

6. **Equipment Delivery and Timing**

   a. Sharp Business Systems guarantees that all equipment and/or software will be installed and be fully operational within fourteen (14) days of receipt of a purchase order. Sharp Business Systems further agrees to pay as liquidated damages, the sum of $50.00 per device per consecutive calendar day after fourteen (14) days if delivery is delayed by Sharp Business Systems or its suppliers unless Glendale Unified School District delays delivery. All items received damaged must be replaced within fourteen (14) consecutive days after the notification of damage, or Sharp Business Systems further agrees to pay liquidated damages of $50.00 per each consecutive calendar day per device until replacement of damaged items have been received by Glendale Unified School District.
   b. Sharp Business Systems agrees to install the most current version(s) of firmware into all devices prior to installation.

7. **Equipment Relocation**

   a. If, during the contract period, the need arises to move or relocate equipment that was purchased and/or leased under this contract within the same building, Sharp Business Systems agrees to move the equipment at no additional charge to Glendale Unified School District.
   b. If, during the contract period, the need arises to move or relocate equipment that was purchased and/or leased under this contract from one building to another building, Sharp Business Systems agrees to move the equipment at a charge of $100 per device.

8. **Training**

   a. Sharp Business Systems agrees to schedule, in advance, the installation and simultaneous basic instruction of the operation of the new equipment.
   b. Sharp Business Systems agrees to schedule, in advance at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed.
   c. Sharp Business Systems agrees to schedule, at the convenience of Glendale Unified School District, the following training sessions at no charge: Initial Training of Key Operators and Re-training of Key Operators, Help Desk Training (no max per session), and Network Support Training (no max per session).

9. **Performance Bond**

   a. Sharp Business Systems will issue a performance bond to Glendale Unified School District, which is equal to 25% of the total cost of the equipment, service, and software costs projected for sixty (60) months for all equipment purchased and/or leased under this agreement. Glendale

Unified School District will cash the performance bond if Sharp Business Systems does not execute the terms and conditions of the contract as agreed. Sharp Business Systems agrees that the performance bond will remain active for sixty (60) months from the date it is accepted by Glendale Unified School District; however, a 1-year bond that is renewable for an additional four (4) years is acceptable.

b. Sharp Business Systems will provide the performance bond within five (5) days of the receipt of a purchase order and will allow Glendale Unified School District to delay payment without late fees or any penalties until the performance bond has been delivered to Glendale Unified School District.

10. **Invoicing**

a. Sharp Business Systems agrees to provide invoices in an electronic format acceptable to Glendale Unified School District and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, equipment lease payment, and beginning and ending meter readings. All invoices will be due thirty (30) days from the date of the invoice.

b. If Glendale Unified School District disputes any amount included in an invoice, then (a) Glendale Unified School District (or its agent) will notify Sharp Business Systems in writing or by email, (b) such notice shall include a description of the items Glendale Unified School District are disputing and the reason such items are being disputed and (c) Sharp Business Systems shall promptly exercise its best effort to work with Glendale Unified School District and/or its agent to resolve such disputes. Pending resolution of disputed amount, Glendale Unified School District will pay any and all undisputed amounts within thirty (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Sharp Business Systems submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the correct invoice.

11. **Data Security**

a. For devices that are purchased or leased under this contract, Sharp Business Systems agrees to provide software that will overwrite the hard drives at no additional charge.

b. Sharp Business Systems agrees that no hard drive for any reason for any device acquired under this contract will be removed from Glendale Unified School District's site at any time by Sharp Business Systems unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from Glendale Unified School District's site without confirming that the hard drive has been erased will constitute a breach of contract.

c. Sharp Business Systems understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Sharp Business Systems will be handed to authorized Glendale Unified School District personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Sharp Business Systems.

12. **Supplies**

a. Sharp Business Systems agrees to ship and/or deliver supplies to Glendale Unified School District for no additional charge.

b. Sharp Business Systems will deliver toner within three (3) business days after it has been ordered.

c. For each toner delivery that takes longer than three (3) business days, Sharp Business Systems will credit $10 to Glendale Unified School District.

d. Sharp Business Systems agrees to ship supplies automatically based on the usage of each device without Glendale Unified School District having to place an order.
e. Sharp Business Systems agrees to either pick up the empty toner containers and used toner or provide postage-paid packages for Glendale Unified School District to return these items. (The empty toner cartridges are not recyclable with regular plastics.)

13. **Device/Meter Reporting Software**

a. Sharp Business Systems is offering MICAS / Remote Fleet for collecting and storing detailed fleet data. MICAS / Remote Fleet will be installed by Glendale Unified School District on a central server located at Glendale Unified School District's site, will reside solely on Glendale Unified School District's server, and will be managed and maintained by Glendale Unified School District. All data collected by MICAS / Remote Fleet will remain the property of Glendale Unified School District. MICAS / Remote Fleet will monitor, from the network (not the desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. MICAS / Remote Fleet will be provided at no additional cost to the District, including Sharp Business Systems' assistance with the initial installation and setup.
b. MICAS / Remote Fleet will be used to report monthly meter readings to the appropriate parties. This tool has the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by Glendale Unified School District) at a set time and date each month.

14. **Cooperative Agreements**

Sharp Business Systems agrees that Glendale Unified School District will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any special additional terms and conditions contained within any cooperative agreements.

15. **Non-Appropriation / Funding-Out Clauses**

Sharp Business Systems will include in all leasing options and lease documents non-appropriation and/or funding-out clauses as required by the State Code of California.

16. **Summary**

If the above points are understood by Sharp Business Systems and accepted as the terms and conditions of the acquisition, please accept Glendale Unified School District's purchase orders, deliver the equipment, and bill Glendale Unified School District for the equipment.

Attachment B: Equipment Pricing Catalog

Make/Model	Purchase Price	Monthly $1 Buyout Lease Price	FMV Monthly Lease Price
Sharp MX-M364 or current model 25PPM and 35PPM B/W MFD (copy/print/scan) RFP Segments	$2,249.00	$41.76	$44.16
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC11	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN11/MX-RB22	$888.00	$16.49	$17.44
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN11/MX-RB22/MX-PNX6B	$1,084.00	$20.13	$21.29
Sharp MX-M464 or current model 45 PPM B/W MFD (copy/print/scan) RFP Segment	$2,395.00	$44.48	$47.03
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (50 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX11	$274.00	$5.09	$5.38
- 3,500-Sheet Paper Tray: MX-LC11	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN11/MX-RB22	$888.00	$16.49	$17.44

- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN11/MX-RB22/MX-PNX6B	$1,085.00	$20.15	$21.31
Sharp MX-M564 or current model 55 PPM B/W MFD (copy/print/scan) RFP Segment	$2,880.00	$53.48	$56.55
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 80lbs., Cover stock 67lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (50 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX11	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC11	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN11/MX-RB22	$888.00	$16.49	$17.44
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN11/MX-RB22/MX-PNX6B	$1,085.00	$20.15	$21.31
Sharp MX-M654 or current model 65 PPM B/W MFD (copy/print/scan) RFP Segment	$4,519.00	$83.92	$88.74
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 80lbs., Cover stock 67lbs., and Tru-Ray: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- 2,000 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX11	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC15	$360.00	$6.69	$7.07
- 2-Tray Stacker with Stapling: MX-FN19/MX-RB23	$847.00	$15.73	$16.63
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN19/MX-RB23/MXPN12B	$1,044.00	$19.39	$20.50

Sharp MX-M754 or current model 75PPM B/W MFD (copy/print/scan) RFP Segment	$5,199.00	$96.55	$102.09
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 80lbs., Cover stock 67lbs., and Tru-Ray: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- 1,000 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX11	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC15	$360.00	$6.69	$7.07
- 2-Tray Stacker with Stapling: MX-FN19/MX-RB23	$847.00	$15.73	$16.63
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN19/MX-RB23/MXPN12B	$1,045.00	$19.41	$20.52
Sharp MX-M905 or current model 85PPM B/W MFD (copy/print/scan) RFP Segment	$6,901.00	$128.15	$135.51
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., and Tru-Ray: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- 1,600 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC12	$372.00	$6.91	$7.30
- 1-Tray Stacker with Stapling: MX-FN24/	$919.00	$17.07	$18.05
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN24/MX-PNX4B/	$1,129.00	$20.97	$22.17
- 2-Tray Stacker with Stapling, 3-hole punch, and booklet maker: MX-FN21/MX-FD10/MX-RB18	$5,436.00	$100.95	$106.74
Sharp MX-M1055 or current model	$8,139.00	$151.14	$159.82

95PPM B/W MFD (copy/print/scan) RFP Segment			
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 67lbs., and Tru-Ray: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,500 sheet LCT: Included	Inc.	Inc.	Inc.
- 2,000 sheet LCT: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- 3,500-Sheet Paper Tray: MX-LC12	$372.00	$6.91	$7.30
- 2-Tray Stacker with Stapling: MX-FN21/MX-RB18	$1,937.00	$35.97	$30.03
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN21/MX-RB18/MXPN13B	$2,160.00	$40.11	$42.41
- 2-Tray Stacker with Stapling, 3-hole punch, and booklet maker: MX-FN22/MX-RB18/MXPN13B	$2,866.00	$53.22	$56.28
Sharp MX-3050 or current model Color 25PPM B/W 25PPM MFD (copy/print/scan) RFP Segment	$2,541.00	$47.19	$49.90
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 2,000-Sheet Paper Tray: MX-DE26	$299.00	$5.55	$5.87
- 1-Tray Stacker with Stapling: MX-FN28/MXRB25	$742.00	$13.78	$14.57
- 1-Tray Stacker with Stapling and 3-hole punch: MX-FN28/MXRB25/MX-PN15B	$939.00	$17.44	$18.44
Sharp MX-3550 or current model	$3,123.00	$57.99	$61.32

Color 35 PPM B/W 35PPM MFD (copy/print/scan) RFP Segment			
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 550 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC17	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN28/MXRB25	$742.00	$13.78	$14.57
- 1-Tray Stacker with Stapling and 3-hole punch: MX-FN28/MXRB25/MX-PN15B	$939.00	$17.44	$18.44
Sharp MX-5050 or current model Color 45 PPM B/W 45 PPM MFD (copy/print/scan) RFP Segment	$3,851.00	$71.51	$75.62
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 550 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,000 sheet tray: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 1,000-Sheet Paper Tray: MX-LC17	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN28/MXRB25	$742.00	$13.78	$14.57
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN28/MXRB25/MX-PN15B	$939.00	$17.44	$18.44
- 2-Tray Stacker with Stapling, 3-hole punch, and booklet maker: MX-FN28/MX-RB25/MX-PN15B	$939.00	$17.44	$18.44
Sharp MX-6050 or current model	$4,337.00	$80.54	$85.16

Color 55 PPM B/W 55 PPM MFD (copy/print/scan) RFP Segment			
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, Tru-Ray, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 550 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,000 sheet tray: Included	Inc.	Inc.	Inc.
- 2,100 sheet tray: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 1,000-Sheet Paper Tray: MX-LC17	$360.00	$6.69	$7.07
- 1-Tray Stacker with Stapling: MX-FN28/MXRB25	$742.00	$13.78	$14.57
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN28/MX-RB25	$742.00	$13.78	$14.57
Sharp MX-6580 or current model Color 65 PPM B/W 65 PPM MFD (copy/print/scan) RFP Segment	$5,969.00	$110.84	$117.21
- Device is discoverable using Apple's Bonjour service	Inc.	Inc.	Inc.
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Transparencies, Index Paper 90lbs., Cover stock 65lbs., and Tru-Ray: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- (2) 1,000 sheet Paper Trays: Included	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: MX-FX15	$275.00	$5.11	$5.40
- 3,500-Sheet Paper Tray: MX-LC12	$372.00	$6.91	$7.03
- 2-Tray Stacker with Stapling: MX-FN19	$734.00	$13.63	$14.41
- 2-Tray Stacker with Stapling and 3-hole punch: MX-FN19/MX-RB12/	$864.00	$16.04	$16.97
- 2-Tray Stacker with Stapling, 3-hole punch, and booklet maker: MX-FN20/MX-RB12/MX-PN12B	$1,467.00	$27.24	$28.81

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____

EXHIBIT "C"

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature

_____
Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Frank Schlueter, Director, Educational Technology and Information Services
Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

SUBJECT: **Award of RFP PA No. 2 for Printer/MFP Services and Supplies**

The Superintendent Recommends that the Board of Education approve award of RFP PA No. 2 for Printer/MFP Services and Supplies to Image IV Systems in the amount of not to exceed $557,000.00.

In accordance with established procedures, the administrative departments within the Business Services and Educational Services Divisions completed the solicitation of proposals for printer/MFP services and supplies, to consolidate printer supply purchases and address printer hardware issues. Thirty (30) responses were received out of which, only nine (9) packages were complete. Twenty-one (21) vendors did not provide required documentation or forms by the due date and time, and the District deemed the responses incomplete. The complete responses were evaluated based on the criteria specified in the RFP and rated as follows:

Company Name	Total Score	Rank
Image IV	456	1
Sharp Business Systems	449	2
SoCal Office Technologies	409	3
CBE Office Solutions	383	4
Kyocera Document Solutions	372	5
Kyocera Document Solutions w/Refresh	364	6
Ricoh USA Inc.	328	7
Canon Solutions America	293	8
Ricoh USA Inc. w/Refresh	281	9

After reviewing proposals, District staff is recommending to award a service contract to Image IV Systems (Burbank) in the amount of not to exceed $557,000.00. The term of the contract will be effective from July 1, 2018 through June 30, 2023.

Funding for these services is budgeted by the District's General Fund. Bid details are available for review in the Procurement and Contract Services Department.

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

SERVICES AGREEMENT

This **Agreement** for Printer/MFP Service and Supplies ("Agreement") is made and entered into as of the ____ day of_____, 2018 by and between the Glendale Unified School District, ("District") and Image IV Systems, a corporation, whose place of business is 512 South Varney Street, Burbank, California, herein referring to as ("Contractor"), (together, "Parties").

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term**. Contractor shall commence providing services under this Agreement on July 1, 2018 and will diligently perform as required and complete performance by June 30, 2023.

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

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

3. **Compensation**. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) five hundred fifty seven thousand dollars ($557,000) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

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

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

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

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

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

8. **Termination**.

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

8.1.1. material violation of this Agreement by the Contractor; or

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

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

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

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

10. **Insurance**.

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

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

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

10.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not

protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

12. **Compliance with Laws**. **Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County

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

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

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

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

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

    18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

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

    Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, it affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of

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

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

District:	**Contractor:**
Glendale Unified School District	_____
223 N. Jackson Street	_____
Glendale, California 91206	_____
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.

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

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to

enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

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

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

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

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

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

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

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

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

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

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

34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

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

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

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

in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

Company Name _____

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

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

Information regarding Contractor:

License No.: _____ _____:
Employer Identification and/or
Address: _____ Social Security Number

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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

Glendale Unified School District

By: _____ Date: _____

Print Name: _____

Print Title: _____

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

RFP PA #2 of 3: Printer/MFP Service + Supplies

This agreement, along with Image IV Systems' proposal response, attached as "Attachment C", sets forth the specific terms and conditions under which Image IV Systems agrees to provide the services to Glendale Unified School District.

1. **Service Contract**

   a. **Currently Installed and Newly Installed Printer Devices**
   Image IV Systems has given Glendale Unified School District the option to purchase service contracts for the currently installed networked printer/MFP devices for 60 months and be billed for these service contracts Quarterly In Arrears based on actual usage. Image IV Systems agrees that the contract cannot be assigned to another service company without the written permission of Glendale Unified School District or canceled by Image IV Systems except for non-payment of the service contract by Glendale Unified School District. Image IV Systems also agrees to submit all contract invoices and billing in a timely manner. The contract shall include network interface support, labor, and all consumable parts and supply items excluding paper. The contract shall include all parts required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. The service contract shall also include all travel time, mileage, and labor.

Fees for service contracts will be as follows:

Pricing for B/W Prints
OEM parts and supplies:
The first through fifth years of service will be billed at $0.03980 per B/W impression.

3rd Party parts and supplies:
The first through fifth years of service will be billed at $0.009865 per B/W impression.

Pricing for Color Prints
OEM parts and supplies:
The first through fifth years of service will be billed at $0.14050 per Color impression.

3rd Party parts and supplies:
The first through fifth years of service will be billed at $0.06230 per Color impression.

b. Service pricing for the existing printer fleet will be on an as-is basis, i.e. with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins. Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. Glendale Unified School District will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.
c. Except for firmware upgrades Image IV Systems will install prior to delivery of a device, Image IV Systems agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without Glendale Unified School District's permission.
d. Image IV Systems agrees that printers/MFPs can be added to the contract at any time, provided the model of the additional printer is already under contract or a new model is approved by Image IV Systems and connected to Glendale Unified School District's network.

e. Image IV Systems agrees to replace printers that cannot be repaired on a like-for-like basis at no additional cost as long as the contract is in effect and also agrees that all replacement devices shall become property of Glendale Unified School District. This will apply to all devices covered under the contract.

2. **Service Responses**

a. Image IV Systems guarantees that the average time it will take a technician to acknowledge Glendale Unified School District's service request once a service call has been placed with Image IV Systems, as calculated from the time the service call is placed until a service technician calls Glendale Unified School District to provide an estimated time of arrival, will be sixty (60) minutes.

b. **Average Response Time (Monday – Friday, excluding Holidays)**:
Image IV Systems guarantees that the average in-person service response time for each device, as calculated from the time the service call is placed by Glendale Unified School District to the factory-trained service technician's on-site arrival in a 12-month trailing average, including preventive maintenance calls, will be two (2) hours.

c. **Maximum Response Time (Monday – Friday, excluding Holidays)**:
Image IV Systems guarantees that the maximum in-person service response time, as calculated from the time the service call is placed by Glendale Unified School District to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be four (4) hours.

d. If Image IV Systems is unable for any reason to respond within the average response times as listed in section 4.b., Image IV Systems will compensate Glendale Unified School District with a credit equal to 10% of the total monthly service cost (for the specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time.

e. If Image IV Systems is unable for any reason to respond within the maximum response times as listed in section 4.c., Image IV Systems will compensate Glendale Unified School District with a credit equal to 10% of the monthly service contract for that device, per call with a late response time.

f. For existing devices as well as newly installed devices: For the entire life of each device covered under a service contract with Image IV Systems, Image IV Systems will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Image IV Systems will replace failed parts as long as the device is covered under a service contract by Image IV Systems.

g. Image IV Systems will provide a loaner device of equal or superior capabilities to Glendale Unified School District upon request if any device installed by Image IV Systems is unable to perform to Glendale Unified School District’s specifications for more than eight (8) hours of normal business operation.

h. Customer Support will be available by phone at no additional charge during normal (8am to 5pm) business hours.

i. All prints produced by any representative of Image IV Systems will be tracked and credited back to Glendale Unified School District’s account at the end of each service-billing period.

3. **Evaluations of Service Performance**

a. Glendale Unified School District and/or its appointed agent reserve the right to monitor and evaluate all aspects of Image IV Systems’ invoicing and service work that is executed by Image IV Systems for all equipment that is leased and/or covered under a service contract by Image IV Systems on an ongoing basis. Image IV Systems agrees to provide all requested lease and

service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax. In addition, Image IV Systems agrees not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Image IV Systems' performance of services provided to Glendale Unified School District.

b. In addition, Image IV Systems agrees to pay to Glendale Unified School District a $50.00 penalty per consecutive day, beyond ten (10) business days, that Image IV Systems delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
c. For existing devices as well as newly installed devices: Image IV Systems will provide the pages from the service manual indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names that may be included in PM Kits, and manufacture part numbers to Glendale Unified School District. (This information will be used by Glendale Unified School District to evaluate service work that is being performed by Image IV Systems.)
d. Image IV Systems shall deliver monthly reports in an electronic format acceptable to Glendale Unified School District and/or its agent. The reports will be formatted in an acceptable manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from Image IV Systems. In addition, each report will include all service calls performed during the past thirty (30) days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Image IV Systems, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to Glendale Unified School District and/or its agent for the life of the equipment.

4. **Equipment Relocation**

a. If, during the contract period, the need arises to move equipment covered under this contract, Image IV Systems agrees to move the equipment at no charge to Glendale Unified School District.
b. If, during the contract period, the need arises to move equipment covered under this contract, Image IV Systems agrees to allow Glendale Unified School District personnel to move the equipment without affecting the contract coverage.

5. **Equipment Disposal**

a. Image IV Systems agrees to pick up and dispose of used printer/MFP equipment if requested at no additional charge to Glendale Unified School District at the time of delivery of a new device. Glendale Unified School District will provide Image IV Systems with a list of all equipment to be removed and disposed of. Image IV Systems will destroy hard drives at no cost and provide a certificate of completion to Glendale Unified School District for all devices that are removed that have hard drives.

6. **Performance Bond**

a. Image IV Systems will issue a performance bond to Glendale Unified School District, which is equal to 25% of the total cost of the equipment, service, and software costs projected for sixty (60) months for all equipment purchased and/or leased under this agreement. Glendale Unified School District will cash the performance bond if Image IV Systems does not execute the terms

and conditions of the contract as agreed. Image IV Systems agrees that the performance bond will remain active for sixty (60) months from the date it is accepted by Glendale Unified School District; however, a 1-year bond that is renewable for an additional four (4) years is acceptable.

b. Image IV Systems will provide the performance bond within five (5) days of the receipt of a purchase order and will allow Glendale Unified School District to delay payment without late fees or any penalties until the performance bond has been delivered to Glendale Unified School District.

7. **Invoicing**

a. Image IV Systems agrees to provide invoices in an electronic format acceptable to Glendale Unified School District and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, equipment lease payment, and beginning and ending meter readings. All invoices will be due thirty (30) days from the date of the invoice.

b. If Glendale Unified School District disputes any amount included in an invoice, then (a) Glendale Unified School District (or its agent) will notify Image IV Systems in writing or by email, (b) such notice shall include a description of the items Glendale Unified School District are disputing and the reason such items are being disputed and (c) Image IV Systems shall promptly exercise its best effort to work with Glendale Unified School District and/or its agent to resolve such disputes. Pending resolution of disputed amount, Glendale Unified School District will pay any and all undisputed amounts within thirty (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Image IV Systems submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the correct invoice.

c. Image IV Systems agrees to bill the contract quarterly in arrears based on actual usage.

8. **Data Security**

a. Image IV Systems agrees that no hard drive for any reason for any device acquired under this contract will be removed from Glendale Unified School District's site at any time by Image IV Systems unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from Glendale Unified School District's site without confirming that the hard drive has been erased will constitute a breach of contract.

b. Image IV Systems understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Image IV Systems will be handed to authorized Glendale Unified School District personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Image IV Systems.

9. **Supplies**

a. Image IV Systems agrees to ship and/or deliver supplies to Glendale Unified School District for no additional charge.

b. Image IV Systems will deliver toner within one (1) business day.

c. For each toner delivery that takes longer than one (1) business days, Image IV Systems will credit $25 to Glendale Unified School District.

d. Image IV Systems agrees to ship supplies automatically based on the usage of each device without Glendale Unified School District having to place an order.

e. Image IV Systems agrees to either pick up the empty toner containers and used toner or provide postage-paid packages for Glendale Unified School District to return these items.

f. Image IV Systems agrees to credit Glendale Unified School District's account for toner that Glendale Unified School District has in stock at the start of the contract for a cost equivalent to 100% of Image IV Systems' actual cost. Glendale Unified School District will be responsible for providing Image IV Systems with an accurate inventory at the start of the contract, which can be verified by Image IV Systems during a site walk-through.

10. **Device/Meter Reporting Software**

a. Image IV Systems is offering Print Fleet for collecting and storing detailed fleet data. Print Fleet will be installed by Glendale Unified School District on a central server located at Glendale Unified School District's site, will reside solely on Glendale Unified School District's server, and will be managed and maintained by Glendale Unified School District. All data collected by Print Fleet will remain the property of Glendale Unified School District. Print Fleet will monitor, from the network (not the desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. Print Fleet will be provided at no additional cost to the District, including Image IV Systems' assistance with the initial installation and setup.

b. Print Fleet will be used to report monthly meter readings to the appropriate parties. This tool has the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by Glendale Unified School District) at a set time and date each month.

11. **Cooperative Agreements**

Image IV Systems agrees that Glendale Unified School District will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.

12. **Summary**

If the above points are understood by Image IV Systems and accepted as the terms and conditions of the acquisition, please accept Glendale Unified School District's purchase orders, and bill Glendale Unified School District for the services.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____

EXHIBIT "C"

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature

_____
Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Frank Schlueter, Director, Educational Technology and Information Services
Gilda Keshishyan, Purchasing Agent, Procurement & Contract Services

SUBJECT: **Award of RFP PA No. 3 for Usage Tracking Software**

The Superintendent Recommends that the Board of Education approve award of RFP PA No. 3 for Usage Tracking Software to Sharp Business Systems in the amount of not to exceed $99,062.00.

In accordance with established procedures, the administrative departments within the Business Services and Educational Services Divisions completed the solicitation of proposals for usage tracking software for document management services. Thirty (30) responses were received out of which, only seven (7) packages were complete. Twenty-three (23) vendors did not provide required documentation or forms by the due date and time, and the District deemed the responses incomplete. The complete responses were evaluated based on the criteria specified in the RFP and rated as follows:

Company Name	Total Score	Rank
Sharp Business Systems (PaperCut MF)	513	1
SoCal Office Technologies (PaperCut)	508	2
CBE Office Solutions (Print Audit 6)	485	3
Image IV Systems (PaperCut MF)	384	4
Kyocera Document Solutions (PaperCut)	383	5
Ricoh USA Inc. (Streamline NX)	368	6
Canon Solutions America (uniflow)	355	7

After reviewing proposals, District staff is recommending to award a service contract to Sharp Business Systems (Santa Fe Springs) in the amount of not to exceed (NTE) $99,062.00. The term of the contract will be effective from July 1, 2018 through June 30, 2023.

Funding for these services is budgeted by the District's General Fund. Bid details are available for review in the Procurement and Contract Services Department.

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

SERVICES AGREEMENT

This **Agreement** for Usage Tracking Software ("Agreement") is made and entered into as of the ____ day of_____, 2018 by and between the Glendale Unified School District, ("District") and Sharp Business Systems (SBS), a direct sales division of Sharp Electronics Corporation, a corporation, whose place of business is 12985 Los Nietos Rd, Santa Fe Springs, California, herein referring to as ("Contractor"), (together, "Parties").

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term**. Contractor shall commence providing services under this Agreement on July 1, 2018 and will diligently perform as required and complete performance as agreed (till June 30, 2023).

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

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

3. **Compensation**. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) for the fees as outlined in Attachment A for software and services as ordered by the District which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

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

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

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

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

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

8. **Termination**.

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

8.1.1. material violation of this Agreement by the Contractor; or

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

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

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

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

10. **Insurance**.

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

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

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

10.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not

protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

12. **Compliance with Laws**. **Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County

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

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

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

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

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

    18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

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

    Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, it affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of

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

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

District:	**Contractor:**
Glendale Unified School District	_____
223 N. Jackson Street	_____
Glendale, California 91206	_____
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.

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

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to

enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

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

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

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

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

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

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

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

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

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

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

34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

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

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

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

in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

Company Name _____

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

By: _____ _____
Signature Title:
_____ Dated: _____, 20___
Print Name

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

Information regarding Contractor:

License No.: _____ _____:
Employer Identification and/or
Address: _____ Social Security Number

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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

Glendale Unified School District

By: _____ Date: _____

Print Name: _____

Print Title: _____

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

RFP PA #3 of 3: Usage Tracking Software

This agreement, along with Sharp Business Systems' proposal response, "Attachment C", sets forth the specific terms and conditions under which Sharp Business Systems agrees to sell the specific software and provide the services to Glendale Unified School District.

1. **Software Technical Requirements**

   a. Overview: Sharp Business Systems is proposing PaperCut MF 17.x, with all modules included, as a Usage Tracking Solution. The software will be used: (1) To track all device activity which has been accessed by a user; tracking must be reportable at user, device, and organizational levels; (2) To enable a departmental charge-back process, and (3) To increase user awareness related to the cost of print jobs so that the user may redirect the print job to the most cost-effective option. The goal is to track usage by individual and also by the department to which the employee is tied to.
   Alternatively, Sharp Business Systems is also proposing PaperCut NG as a print-only Usage Tracking Solution. The software would be used to track all print-only activity.
   b. Supported Server Operating Systems: 2003sp2-2016 (core as well) Linux, Novell
   c. Recommended Server Operating System(s): Same as supported.
   d. Minimum Server Hardware Requirements: PaperCut supports a minimum of 2GB Ram & 3GB HD
   e. Number of MFPs Supported: No limitation via Papercut
   f. Virtualized Servers: All VM environments
   g. Minimum/Optimal Client PC Hardware Requirements: Memory, most modern client workstations are configured with 2GB to 4GB of memory, Papercut requires a minimal 256NB, Hard Disk 0MB - zero -install deployment, (recommended), 100 MB- full location installation
   h. Supported Client PC Operating Systems: Microsoft Windows 10. Windows 8/Windows 7/Vista, Apple MAC OSX, 10.10 or higher, most modern Linux distributions requires Java 8.0 or later, other systems supporting Java 8.0 or later
   i. MFP Control Panel Integration: All.

2. **Software Technical Requirements: Print Driver**

   a. Universal Print Driver Offered: Sharp Business Systems offers a "Universal Print Driver" with this solution.
   b. Universal Print Driver Device Optimization: The universal driver can be modified for any device
   c. Print File Format Optimization: PS
   d. Access to Finishing Options: The universal driver or the primary drivers to be deployed by the proposed solution allow the user full access the device's finishing options, i.e. stapling and 3-hole punch.

3. **Software Technical Requirements: Configuration and Compatibility**

   a. Output Management Server Functionality: A scalable output management server function is provided by the software being proposed.
   b. Browser-Based User Interface: The PRIMARY user interface is via a web browser. (all browsers supported)

c. Device Configuration: Devices can be remotely configured individually, or in groups of like devices.
d. Device Discovery**:** The solution being proposed provides automatic device discovery.
e. Device Condition Monitoring and Alerting: These conditions must be monitorable, reportable, and alert able for all models to be covered by this RFP: any change in operating state, supply levels in 5% increments, changes in operating state that require a technician's attention, any change in operating state requiring the attention of a trained customer resource.

4. **Software Technical Requirements: Device Data**

a. Device Meters: For each model covered by this RFP, Papercut can capture at the accounting level or at the meter level.
b. Device Functions: All device functions must be available to the user via the print driver, and all functions must also be tracked.
c. Color vs. Black/White: Color and black/white pages are differentiated and counted separately WITHIN a document.
c. Color vs. Black/White: All models to be covered under this RFP allow for color pages counted separately from black and white. This is Driver based.

5. **Software Technical Requirements: Secure Print Release**

a. Secure Print Release: This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user is able to invoke this function at any device on the network which is configured for this purpose.
b. Secure Print Release ("Follow-Me"): This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user should be able to request, from any device on the network which is configured for this function, that their print job be printed at the device from which the request is made.

6. **Software Technical Requirements: Cost Recovery Support**

a. User Identification: Users can be assigned a unique identification number.
b. Organization Identification: Organizational groups can be identified uniquely, AND users can be assigned to more than one organizational group, while maintaining their unique user ID.
c. Cost Accounting: Tracked activity can be assigned to one or more accounting codes as defined by Glendale Unified School District.
d. Activity Management: Device features and functions can be limited by user, organization, accounting code, or any combination.
e. User Limiting Function: Users can be assigned hard volume or cost limits that prevent further use until approval(s) are granted. These same limits can be "awareness" warnings at various thresholds, with no usage prevention.
f. User Device Assignment: Users can be assigned to only print to specific devices.
g. Device Feature/Function Assignment: Users can be assigned access to specific features/functions on a device basis.
h. Black/White Pages Counted as B/W: Black and white pages will be counted and billed as black and white, even when printed on a color device.
i. User Cost Allocation at the Device: A user can assign costs to accounting codes at the device.

7. **Software Technical Requirements: Workflow Application**

a. Server-Based Document Processing: Action taken for a scanned document will be handled at the server level rather than making use of device resources.

b. Rule-Based Routing of Scanned Documents: PaperCut can establish rules for the handling of scanned documents.

8. **Software Technical Requirements: Reporting**

a. Automatic Generation and Distribution of Reports: Automatic generation and distribution of reports is included.
b. Custom Reports: "Professional Services": PaperCut's customized reporting cam only be done using additional "professional services.
c. Device Function Reporting: Reports can be created detailing the functional operation of the devices.

9. **Software Technical Requirements: Security and Authentication**

a. User Authentication: Users must use an assigned access code in order to gain access to device features and functions. This access code can be entered at the desktop or at the device.
b. Active Directory Authentication Support: The solution being proposed supports Active Directory authentication.

10. **Price Guarantee and Performance Bond**

a. Fixed Pricing: Sharp Business Systems will guarantee fixed pricing for a period of 12 months after the contract has been awarded.
b. Discount for Additional Modules: For modules that Glendale Unified School District may wish to acquire at a later date, Sharp Business Systems agrees to offer Glendale Unified School District a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discount being offered in this RFP.
c. Performance Bond: Sharp Business Systems will issue a performance bond to Glendale Unified School District, which is equal to 25% of the total cost of the software and support costs projected for sixty (60) months for all equipment purchased and/or leased under this agreement. Glendale Unified School District will cash the performance bond if Sharp Business Systems does not execute the terms and conditions of the contract as agreed. Sharp Business Systems agrees that the performance bond will remain active for sixty (60) months from the date it is accepted by Glendale Unified School District; however, a 1-year bond that is renewable for an additional four (4) years is acceptable.
d. Performance Bond: Timing: Sharp Business Systems will provide the performance bond within five (5) days of the receipt of a purchase order and will allow Glendale Unified School District to delay payment without late fees or any penalties until the performance bond has been delivered to Glendale Unified School District.

11. **Software Pricing**

The District will select which option best meets its needs.

PaperCut MF Pricing for 100% deployment on Day 1:

SHARP

PaperCut MF™ Software

Education Licenses with ProServices Support
ProServices Support includes product upgrades, support by e-mail, phone, remote log-in and support for Third party hardware connections.

Sharp Product ID	SAP description	Description	Retail Price	QTY	GUSD Pricing
MFE3000PS5	Edu Lic upto 3000 users PS5	Education license for up to 3000 users with 5 Yr ProServices Support	$ 3,485.00	1	$ 2,976.00
SharpebQTYPS5	OSA Embedded License	OSA Embedded License 101+ with 5 yr PS	$ 96,327.00	231	$ 82,277.00
PCRemoteemb	PCRemote emb	Per embedded license	$ 137.00	231	$ 13,625.00
PCRemoteServer	PCRemote Server	Per server with PaperCut software	$ 272.00	1	$ 184.00
			Total GUSD Pricing, including 5 years of support		$ 99,062.00

PaperCut MF Pricing for less than 100% deployment on Day 1:
Base price of $4,700 for bulk license pack which includes up to 3000 users and includes 5-Yr Professional Services Support and installation plus a fee per Copier/MFD*.

*Copier/MFD License Options:

- $785 per copier/MFD based on new machines going out as part of the new contract with no unit commitment
- $935.00 per copier/MFD based on field installs of existing Sharp devices or retrofitting devices after the fact
- $11.25 lease payment per copier/MFD based on minimum 100 or more units being delivered in the first 12 months
- $14.22 lease payment per copier/MFD, based on less than 100 units being delivered in the first 12 months

PaperCut NG Pricing: $4,700
Includes up to 3000 users and includes 5-Yr Professional Services Support and installation

12. **Maintenance Pricing**

Ongoing maintenance/support pricing: Included above in #11.

Optional additional Professional Services Pricing for solution customization and/or additional support will be $150 per hour or $135 per hour for 10 or more hours.

13. **Implementation**

a. Standard Implementation Support: On-site or Remote: Sharp Business Systems will need support throughout the whole process, but not necessarily engagement the whole time. Sharp Business Systems needs to be able to contact people and ask questions. Sharp Business Systems will need admin passwords, IP addressed, etc.
b. What Glendale Unified School District Will Receive from Sharp Business Systems: Full implementation of the project along with training. This will be done with a combination of onsite and remote staff.
c. What Sharp Business Systems Expects from Glendale Unified School District: Sharp Business Systems will need access to the server and the support and cooperation of the IT staff.
d. Turn-Key Implementation Support Services: If needed, and at an additional fee, Sharp Business Systems is able to provide implementation support services to do the work Sharp Business Systems expects of Glendale Unified School District. Sharp Business Systems would be given the necessary access either on-site or remotely.
e. Delay in Timeline by Sharp Business Systems: In the case of a delay in the timeline due to Sharp Business Systems (or Sharp Business Systems' subcontractor), Sharp Business Systems will take responsibility to facilitate meetings as needed to discuss the project and mutually agree

on the timeline. Any appropriate credits or discounts to compensate the District for the delays will be discussed during those meetings.

f. Solution Acceptance: Glendale Unified School District will not be asked to sign off until they are 100% satisfied with the solution. The solution will be up and running and training will be completed or well underway. There will be no pressure to sign off based on a specific date.

14. **Support**

a. Ongoing Maintenance and Support Commitment: Sharp Business Systems agrees that ongoing maintenance and support fees include all maintenance releases and version releases for the duration of the contract.
b. Support Exclusions: Out of Scope Work and post moved re-installation.
c. Additional Training (Post-Implementation): Additional training of up to 8 hours per year is included in the software maintenance pricing.
d. Placing a Support Call: Sharp Business Systems will deliver the support services by phone. Calls should be placed by phone. Please call 888-258-2802.
e. Priority 1: Critical: "Critical" is defined as any system status where a major feature fails to function, the system is not functioning, or a major business process is seriously disrupted. The target response by vendor will be 0.5 hours maximum, and the target resolution will be 1-2 hours.
f. Escalation Process for Priority 1 Issues: If Papercut support cannot solve the problem, it will be escalated to Sharp Business Systems. If local Sharp Business Systems staff cannot fix the problem, they will engage the nation Sharp Business Systems support team.
g. Compensation for Exceeding the Target Resolution Period for Priority 1 Issues: To assure Glendale Unified School District that Sharp Business Systems' intention is to resolve issues within the period stated above, Sharp Business Systems agrees to compensate Glendale Unified School District $250 each time the resolution for a Priority 1 Issue exceeds the proposed target response.
h. Priority 2: High: "High" is defined as any system status where a major feature intermittently fails to function, or a major business process is intermittently seriously disrupted. The target response will be less than 1 hour, and the target resolution will be less than 4 hours.
i. Escalation Process for Priority 2 Issues: If Papercut support cannot solve the problem, it will be escalated to Sharp Business Systems. If local Sharp Business Systems staff cannot fix the problem, they will engage the nation Sharp Business Systems support team.
j. Compensation for Exceeding the Target Resolution Period for Priority 2 Issues: To assure Glendale Unified School District that Sharp Business Systems' intention is to resolve issues within the period stated above, Sharp Business Systems agrees to compensate Glendale Unified School District $100 each time the resolution for a Priority 2 Issue exceeds the proposed target response.
k. Priority 3: Medium: "Medium" is defined as any system status where a feature intermittently fails to function, or a business process is intermittently disrupted. The target response will be less than 1 hour, and the target resolution will be less than 4 hours.
l. Escalation Process for Priority 3 Issues: If Papercut support cannot solve the problem, it will be escalated to Sharp Business Systems. If local Sharp Business Systems staff cannot fix the problem, they will engage the nation Sharp Business Systems support team.
m. Priority 4: Low: The target response will be less than 1 hour, and the target resolution for support calls related to a minor usability, presentation or cosmetic problem that does not affect the ability to use the product will be less than 4 hours.

14. **Summary**

If the above points are understood by Sharp Business Systems and accepted as the terms and conditions of the acquisition, please accept Glendale Unified School District's purchase order, deliver the software and implementation services, and bill Glendale Unified School District for the software.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____

EXHIBIT "C"

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature

_____
Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 10

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Resolution No. 32 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC**

The Superintendent recommends that the Board of Education adopt Resolution No. 32 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC.

The Board of Education, by way of a Board resolution, previously declared its intention to exchange District owned property located at 223 N. Jackson Street, Glendale, California ("District Property") for the property owned, or will be owned, by Carmel Partners located 425 East Colorado Street, Glendale, California ("Carmel Property") pursuant to Education Code section 17536 et seq. and subsequently entered into an Exchange Agreement between Glendale Unified School District and Carmel Partners Realty Investors, LLC ("Carmel Partners") providing for the exchange of the District Office Site with the Carmel Property.

The Board of Education is considering granting a no-build easement to Carmel Partners on a portion of property adjacent to the District Office Site which is owned by the District and located at 220 N. Kenwood Street (the "Property"), pursuant to Education Code §17556 et seq. which would impose a setback easement over certain portions of the Property in connection with Carmel Partners future development and construction on the District Office Site.

RESOLUTION NO. 32
OF THE BOARD OF EDUCATION OF GLENDALE UNIFIED SCHOOL DISTRICT GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT TO CARMEL PARTNERS REALTY INVESTORS, LLC

WHEREAS, Glendale Unified School District ("District") is the owner of certain real property located at 220 N. Kenwood Street, Glendale, California 91206, which is generally known as the Daily High School site ("District Property");

WHEREAS, Carmel Partners Realty Investors, LLC ("Carmel") is or will be the owner of certain real property located at 223 N. Jackson Street, Glendale, California 91206 ("Carmel Property") which is adjacent to the District Property;

WHEREAS, Carmel has requested that the District dedicate a non-exclusive permanent easement (the "No-Build Easement") to Carmel upon a portion of the District Property, as depicted on the map attached hereto as Exhibit A (the "No-Build Easement Area");

WHEREAS, pursuant to Education Code section 17556, the governing board of a school district may convey, for easement purposes, any real property belonging to the school district upon such terms and conditions as the parties thereto may agree;

WHEREAS, pursuant to Education Code section 17557, the District's governing board must, prior to dedicating an easement, adopt a resolution declaring its intention to dedicate such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 17557, the District's governing board must fix a time at its regular place of meeting for a public hearing upon the question of making the dedication of and easement; and

WHEREAS, pursuant to Education Code section 17558, the District is required to post copies of this Resolution, signed by the board, in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District's governing board declares its intent to dedicate the No-Build Easement to Carmel upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes June 4, 2018 for a public hearing on the question of the District's intent to dedicate the No-Build Easement to Carmel.

Section 4. The District staff shall post this resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code section 17558.

ADOPTED, SIGNED AND APPROVED this 15th day of May 2018.

_____

President of the Governing Board for the
Glendale Unified School District

I, Armina Gharpetian, Clerk of the Governing Board of Glendale Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of May 2018, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

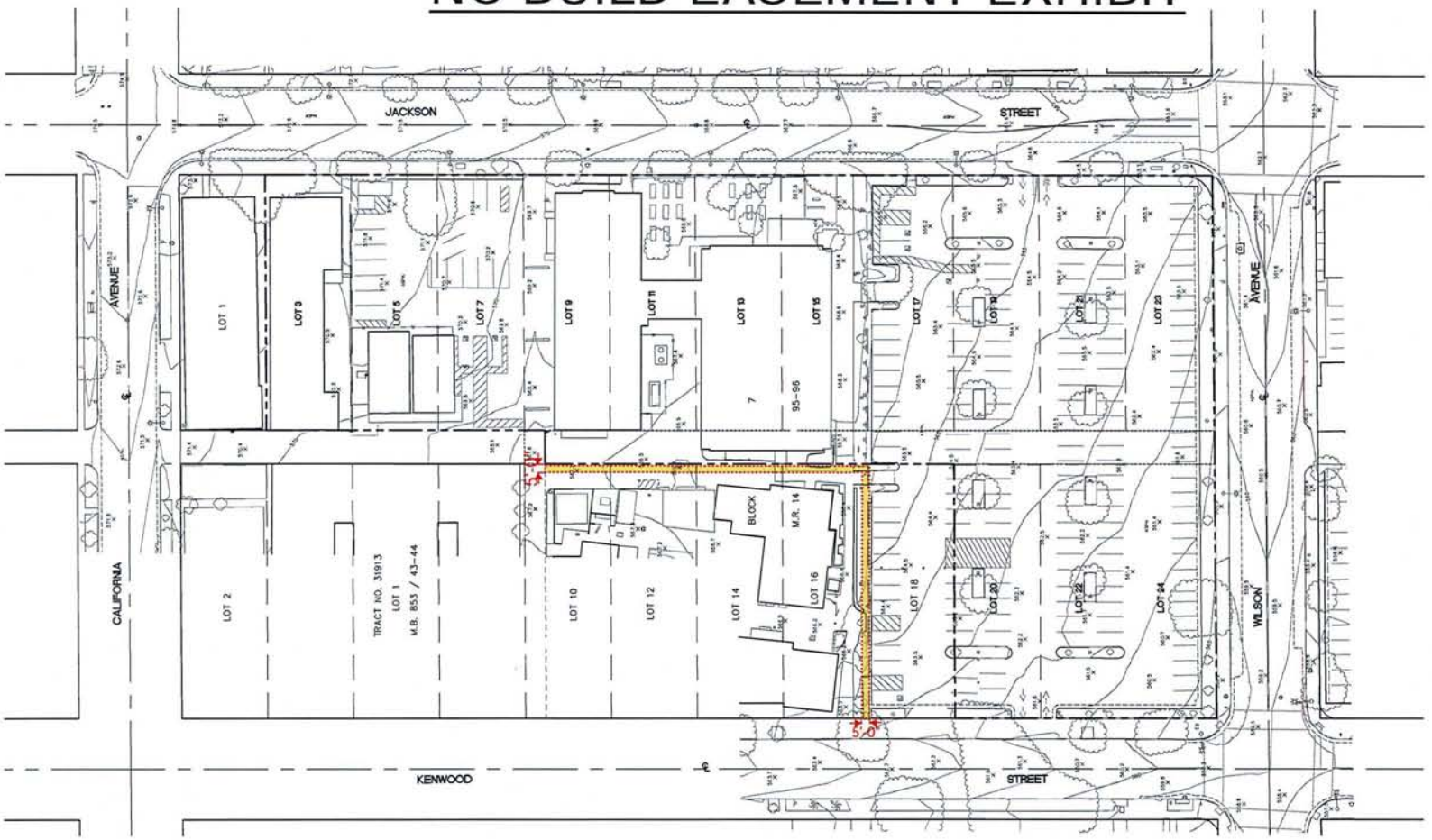
ABSENT:

_____

Clerk of the Governing Board of
Glendale Unified School District

NO BUILD EASEMENT EXHIBIT

EXHIBIT "A"



BENCH MARK

CITY OF GLENDALE BM1603
LOCATION: ROUND HEAD NAIL IN LEAD IN W'LY HEADWALL OF CATCH BASIN IN N'LY CURB CALIFORNIA AVE 3.0 FT E'LY R/W LINE KENWOOD ST CNSLD "BM"
YEAR OF ADJUSTMENT: 2006
ELEVATION: 570.70

BASIS OF BEARING

THE BEARING N 00°00'00" E ALONG THE CENTERLINE OF N. KENWOOD STREET PER TRACT MAP BOOK 855, PAGES 43 AND 44 WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.
SAID CENTERLINE, BEING SHOWN ON SAID MAP AS N00°00'00"E - 662.16'

30' 0' 15' 30'
SCALE: 1" = 30'

Contour Elevation	Contour Length (FT)
560	92.5
561	258.5
562	403
563	442.5
564	455.5
565	287
566	312
567	284
568	177.5
569	116.5
570	160.5
571	63
572	55
LENGTH SUMMATION	3107.5 FT

SLOPE AVERAGE CALCULATION

S=0.0002291*I/A

S= Average Percent Current Slope
I= Contour Interval, in feet
L= Summation of countour lines within the boundary of the project, in feet
A= Gross Area of the project, in acres

I= 1
L= 3107.5 FT
A= 2.6 ACRES
S= 0.27

REGISTERED PROFESSIONAL ENGINEER No.C49881 exp. 09/30/18 CIVIL STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION:

ANDREW J. WILLROTT, P.E. 49881 DECEMBER 4, 2017

NO.	DATE	REVISION

AERIAL / TOPOGRAPHIC SURVEY

of: 233-241 N. JACKSON STREET
CITY OF GLENDALE, COUNTY OF LOS ANGELES, CA

for: GLENDALE UNIFIED SCHOOL DISTRICT,
A CALIFORNIA PUBLIC SCHOOL DISTRICT
CITY OF GLENDALE, COUNTY OF LOS ANGELES, CA

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

DATE: DECEMBER 4, 2017
SCALE: 1" = 30'
FN: 1287-007TOPO.dwg
JN: 1287-007-01
DRAWN BY: RJL
CHECKED BY: KRT
SHEET 1 OF 1

C1.0

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 11

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Resolution No. 33 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC**

The Superintendent recommends that the Board of Education adopt Resolution No. 33 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC.

The Board of Education, by way of a Board resolution, previously declared its intention to exchange District owned property located at 223 N. Jackson Street, Glendale, California ("District Property") for the property owned, or will be owned, by Carmel Partners located 425 East Colorado Street, Glendale, California ("Carmel Property") pursuant to Education Code section 17536 et seq. and subsequently entered into an Exchange Agreement between Glendale Unified School District and Carmel Partners Realty Investors, LLC ("Carmel Partners") providing for the exchange of the District Office Site with the Carmel Property.

The Board of Education is considering granting an easement to Carmel Partners on a portion of property adjacent to the District Office Site which is owned by the District and located at 220 N. Kenwood Street (the "Property"), pursuant to Education Code §17556 et seq. in order for Carmel Partners to access and construct tie-backs under certain portions of the Property in connection with Carmel Partners future development and construction on the District Office Site.

RESOLUTION NO. 33
OF THE BOARD OF EDUCATION OF GLENDALE UNIFIED SCHOOL DISTRICT GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT TO CARMEL PARTNERS REALTY INVESTORS, LLC

WHEREAS, Glendale Unified School District ("District") is the owner of certain real property located at 220 N. Kenwood Street, Glendale, California 91206, which is generally known as the Daily High School site ("District Property");

WHEREAS, Carmel Partners Realty Investors, LLC ("Carmel") is or will be the owner of certain real property located at 223 N. Jackson Street, Glendale, California 91206 ("Carmel Property") which is adjacent to the District Property;

WHEREAS, Carmel has requested that the District dedicate a non-exclusive temporary and a non-exclusive permanent easement for purposes of installing a Tieback System (the "Tieback Easement") to Carmel upon a portion of the District Property, as depicted on the map attached hereto as Exhibit A (the "Easement Area");

WHEREAS, pursuant to Education Code section 17556, the governing board of a school district may convey, for easement purposes, any real property belonging to the school district upon such terms and conditions as the parties thereto may agree;

WHEREAS, pursuant to Education Code section 17557, the District's governing board must, prior to dedicating an easement, adopt a resolution declaring its intention to dedicate such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 17557, the District's governing board must fix a time at its regular place of meeting for a public hearing upon the question of making the dedication of and easement; and

WHEREAS, pursuant to Education Code section 17558, the District is required to post copies of this Resolution, signed by the board, in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District's governing board declares its intent to dedicate the Tieback Easement to Carmel upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes June 4, 2018 for a public hearing on the question of the District's intent to dedicate the Tieback Easement to Carmel.

Section 4. The District staff shall post this resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code section 17558.

ADOPTED, SIGNED AND APPROVED this 15th day of May 2018.

_____

President of the Governing Board for the
Glendale Unified School District

I, Armina Gharpetian, Clerk of the Governing Board of Glendale Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of May 2018, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

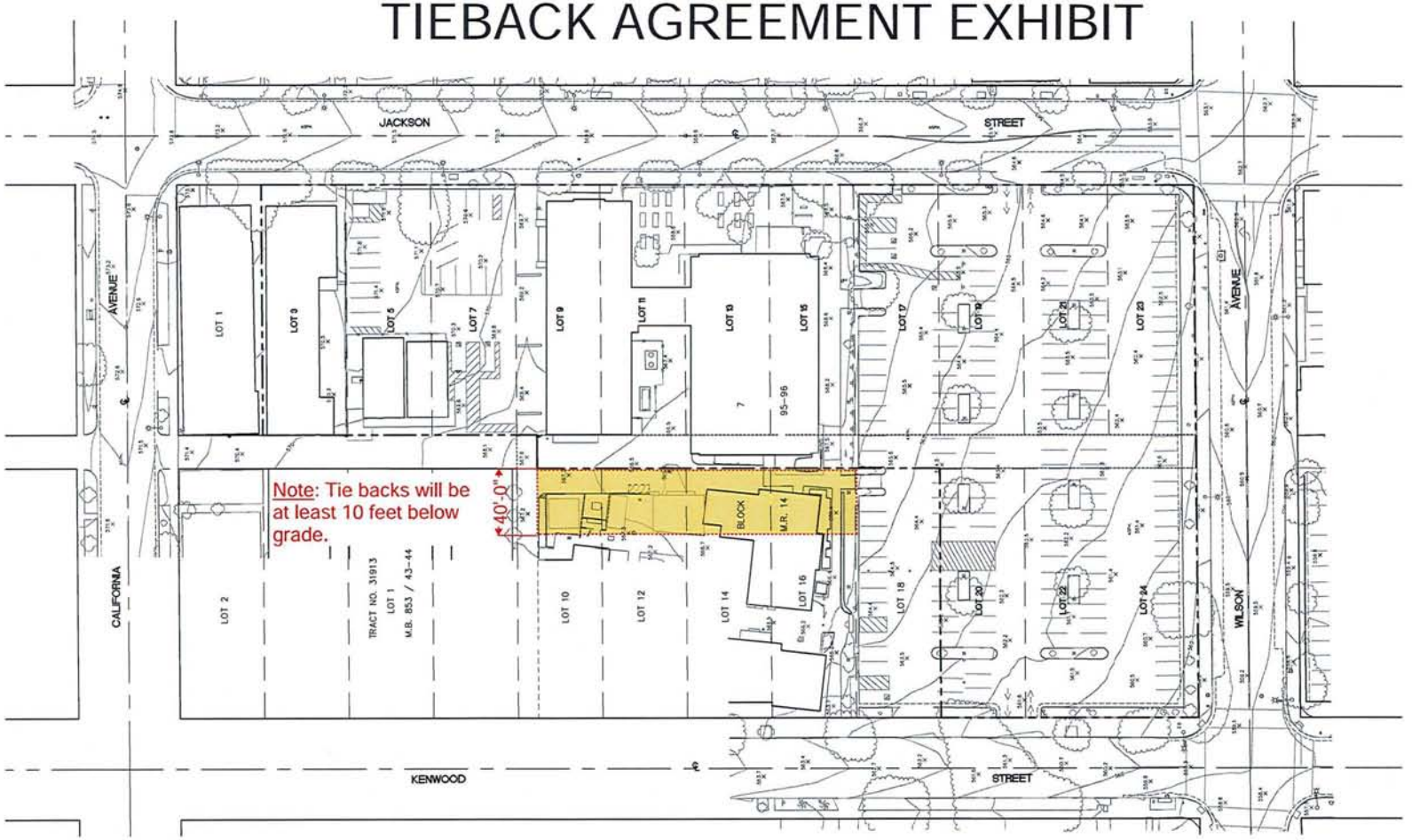
ABSENT:

_____

Clerk of the Governing Board of
Glendale Unified School District

TIEBACK AGREEMENT EXHIBIT

EXHIBIT "A"



BENCH MARK

CITY OF GLENDALE BM1603
LOCATION: ROUND HEAD NAIL IN LEAD IN W'LY HEADWALL OF CATCH BASIN IN N'LY CURB CALIFORNIA AVE 3.0 FT S'LY R/W LINE KENWOOD ST CHISLD "BM"
YEAR OF ADJUSTMENT: 2008
ELEVATION: 570.70

BASIS OF BEARING

THE BEARING N 00°00'00" E, ALONG THE CENTERLINE OF N. KENWOOD STREET PER TRACK MAP BOOK 853, PAGES 43 AND 44 WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.
SAID CENTERLINE, BEING SHOWN ON SAID MAP AS N00°00'00"E - 662.16'

30' 0' 15' 30'
SCALE: 1" = 30'

Contour Elevation	Contour Length (FT)
560	92.5
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563	442.5
564	455.5
565	287
566	319
567	284
568	177.5
569	116.5
570	160.5
571	63
572	55
LENGTH SUMMATION	3107.5 FT

SLOPE AVERAGE CALCULATION
S=0.000229*I*L/A

S= Average Percent Current Slope
I= Contour Interval, in feet
L= Summation of countour lines within the boundary of the project, in feet
A= Gross Area of the project, in acres

I= 1
L= 3107.5 FT
A= 2.6 ACRES
S= 0.27

REGISTERED PROFESSIONAL ENGINEER No.C49881 Exp. 09/30/18 CIVIL STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION:

ANDREW J. WILLROTT, P.E. 49881 DECEMBER 4, 2017

no.	date	revision

AERIAL / TOPOGRAPHIC SURVEY

of: 233-241 N. JACKSON STREET
CITY OF GLENDALE, COUNTY OF LOS ANGELES, CA

for: GLENDALE UNIFIED SCHOOL DISTRICT,
A CALIFORNIA PUBLIC SCHOOL DISTRICT
CITY OF GLENDALE, COUNTY OF LOS ANGELES, CA

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

DATE: DECEMBER 4, 2017
SCALE: 1" = 30'
FN: 1287-007TOPO.dwg
JN: 1287-007-01
DRAWN BY: RJL
CHECKED BY: KRT
SHEET 1 OF 1

C1.0

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

ACTION REPORT NO. 12

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY:	Dr. Kelly King, Assistant Superintendent, Educational Education
PREPARED BY:	Dr. Debra Rinder, Executive Director, Special Education
SUBJECT:	**Agreement with the Los Angeles County Office of Education for the School-based Medi-Cal Administrative Activities Program Random Moment Time Survey**

The Superintendent recommends that the Board of Education approve the agreement with the Los Angeles County Office of Education (LACOE) to reimburse administrative costs related to the California School-based Medi-Cal Administrative Activities Program for 2017-2020.

The School-based Medi-Cal Administrative Activities (SMAA) program, operated in California by the Department of Health Care Services (DHCS), is implementing a Random Moment Time Survey (RMTS) methodology. It requires that school districts join a Local Educational Consortium (LEC) with other school districts under the administrative oversight of their county office (LACOE) of education in order to participate in the survey and receive payment from the DHCS.

Under the terms of the attached agreement, the compensation for the Los Angeles County Office of Education is a percentage of the District total quarterly invoices at a rate not to exceed fifteen percent of the invoice.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT TO REIMBURSE
ADMINISTRATIVE COSTS RELATED TO
CALIFORNIA SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM
2017-2020

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," **and Glendale Unified School District**, hereinafter referred to as "LEA".

RECITALS

Medicaid is the nation's major publicly-financed health care program, jointly financed by the federal and State governments. Authorized in 1965 under Title XIX of the Social Security Act, Medicaid acts as a safety net for those unable to purchase health insurance. At the federal level, the Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services, oversee the Medicaid program. In California, the Medicaid program is known as Medi-Cal and is administered by the California Department of Health Care Services (Department). The Catalog of Federal Domestic Assistance (CFDA) number for the Medical Assistance Program is 93.778.

The Department is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) and the School-based Medi-Cal Administrative Activities (SMAA) Program for Local Educational Consortia (LEC) Region 11 in accordance with California Welfare and Institutions Code Section 14132.47(c)(1).

In accordance with the California Welfare and Institutions Code Section 14132.47(q)(1) and the Department's Agreement # 17-94051, attached hereto, incorporated herein and made a part hereof as Appendix A, LACOE is the agency responsible for the administration of the SMAA claims on behalf of the Department and the coordination of the SMAA Program for the California County Superintendents Educational Services Association LEC Region 11 and all participating LEAs within LEC Region 11.

On June 27, 2014, the Department has received approval from CMS on its revised SMAA plan including the implementation of the state-wide web based Random Moment Time Survey (RMTS) methodology and software system.

1. DEFINITIONS:

   a. As used herein, "RMTS" shall mean Random Moment Time Survey, a time survey methodology outlined in the Department-approved SMAA State-wide plan.

   b. As used herein, "RMTS System" shall mean and refer to the web-based services hosted by Fairbanks LLC (Fairbanks).

c. RMTS System Proprietary Information means all software, documentation, technical information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing.

d. As used herein, "Authorized Contractor" shall mean any contractor or subcontractor of LACOE and/ or LEA that has been approved for RMTS System access and/or Support Services System access by LACOE.

e. As used herein, "LEA Users" shall mean employees, agents, or contractors of the LEA approved by LACOE.

f. As used herein, "Confidential Information" shall mean all information shared or uploaded by LACOE or the LEA into the RMTS System, the Support Services System, or transmitted to or from LACOE electronically or physically as defined in Exhibit F and Exhibit G of Appendix A.

g. As herein used, "Purpose" shall mean participation in the California's SMAA RMTS program, as outlined in the Department-approved SMAA State-wide plan.

2. RESPONSIBILITIES OF LACOE

a. LACOE shall certify to the State Department of Health Care Services the amount of LEA general funds or other funds allowed under federal law and regulation expended on the allowable SMAA activities.

b. LACOE shall be the exclusive service provider for all SMAA Claiming Activities within the Region 11 LEC Service Region, including, but not limited to, the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring, and audit compliance, etc.

c. LACOE shall delegate certain administrative activities to vendors to assist with the administration of the program.

d. LACOE shall permit LEA Users to access and to use the RMTS System and Support Services System within the scope of work agreed upon by LACOE as specified in Appendix B and C, attached hereto, incorporated herein, and made a part hereof.

e. LACOE shall certify to the Department:

(1) The availability and expenditure of funds for all nonfederal share costs of performing Program activities.

(2) The expenditures of LEA that represent costs eligible for federal financial participation in the fiscal year.

f. LACOE shall provide the following services to LEA:

(1) Administer the LEA's time survey process.

(2) Provide technical assistance training to LEA staff.

(3) Monitor the LEA's operational plan and ensure compliance with local, state, and federal SMAA guidelines.

(4) Perform desk and or electronic site reviews to ensure compliance with all local, state, federal, and Department Program requirements.

(5) Payment of LEA's portion of the annual participation fee to satisfy Department's claim for administrative services to the Service Region by the due date for such fee.

(6) Act as liaison between the Department and LEA.

(7) Submit detailed quarterly invoices to the Department on behalf of the LEA.

(8) Provide reimbursement information through correspondence and on LACOE's website.

(9) Issue quarterly reimbursement to LEA on claims approved by the Department via Journal Voucher transfer or by issuing a warrant to the LEA for funds received from the Department based on SMAA invoices submitted by the LEA and certified by LACOE.

(10) Submit detailed annual summary report to the LEA reflecting invoices submitted and reimbursements received.

(11) Maintain LEC SMAA Audit binder, pursuant to the State-approved SMAA claiming plan.

(12) Conduct LEA data match student file transfer on behalf of LEA for purposes of calculating SMAA invoice claims, pursuant to the State-approved SMAA claiming plan.

3. LEA RESPONSIBILITIES

a. LEA shall comply fully with all Title XIX Federal, State, and LACOE Program requirements.

b. LEA shall adhere to all timelines established by LACOE and by the Department for completion of documentation and submission of invoices (e.g., participant universe, reports, maintenance of an LEA audit binder, financial data, etc.).

c. For invoice preparation, LEA shall designate a fiscal contact to LACOE to assist with the compilation of the quarterly SMAA invoices.

d. LEA shall ensure that invoice claims conform to the Department requirements at the time that such claims are submitted. LACOE reserves the right not to certify invoices that do not comply with LACOE, state and federal SMAA requirements.

e. LEA shall designate a SMAA Program Coordinator. The SMAA Coordinator shall oversee the time survey process at the LEA level, review time survey responses to ensure the compliance requirements outlined in the Department-approved SMAA State-wide plan; compile LEA's Time Survey Universe pools, maintain duty statements; and review and certify the claiming function grid and invoice accuracy upon submission. The LEA must ensure compliance with all SMAA Coordinator requirements outlined in the state-wide plan.

f. LEA shall maintain the operational plan and the audit file with supporting documentation for a period not less than five (5) years after payment is received.

g. In the event a LEA reimbursement is disallowed after disbursement: (1)LACOE shall recoup from LEA, within six (6) months from the audit disallowance and through offsets, by direct billing and issuance of a warrant, or Journal Voucher transfer, amounts equal to the amount of the disallowance plus interest in that fiscal year. Should LACOE take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees; (2) LACOE shall hold in abeyance, with no payment made, subsequent claims submitted to the Department on behalf of the LEA, until the federal disallowance issue is resolved; (3) LEA shall develop a revised invoice for LACOE review and submittal to the Department. LACOE will submit the revised invoice and check to the Department.

h. All SMAA correspondence and notices between LACOE and the LEA will be by email to the SMAA Coordinator, Fiscal Designee, and/or a designee of the LEA.

i. For the purposes of SMAA invoicing, the basis of cost reporting will be the actual costs paid during the period of service by the LEA, in compliance with federal guidelines.

4. TERM

4.1 Initial Term. This Contract shall begin on July 1, 2017 and continue in full force and effect through June 30, 2020 (expiration date) ("Initial Term") unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

4.2 1st Option Term. LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2020 through June 30, 2021, ("1st Option Term") by giving written notice to the LEA prior to the expiration of the Initial Term.

4.3 2nd Option Term. LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2021 through June 30, 2022, ("2nd Option Term") by giving written notice to the LEA prior to the expiration of the 1st Option Term.

5. COMPENSATION

a. LACOE shall collect the following administrative fees once LEA receives reimbursement for the corresponding periods of service

- FY 2017/2018 Quarters 1,2,3, & 4, $45.00 per participant per quarter
- FY 2018/2019 Quarters 1,2,3, & 4, $45.00 per participant per quarter
- FY 2019/2020 Quarters 1,2,3, & 4, $45.00 per participant per quarter

b. The administrative fee, including the Region 11 obligation to DHCS, will be reviewed and adjusted on a yearly basis so that the fees collected cover both the LACOE and Department obligations.

c. The administrative fee is assessed per time study participant certified to participate before the beginning of each quarter by the LEA. The administrative fee shall be adjusted in the fourth quarter to collect only the balance of LACOE's SMAA administrative costs and Department obligations for the related school fiscal year.

6. INDEMNIFICATION RESPONSIBILITIES

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

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA apply to any claims filed by the Department against LACOE for failure to pay an invoice and/or any claims filed by the RMTS System vendor and/or Support

Services System vendor against LACOE for LEA's failure to comply with Appendix A, B and C.

7. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect LEA and LACOE as their interests may appear.

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION AND NON-SEGREGATION

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

10. NOTIFICATION

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

LACOE: Administrative Services Manager
Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

For LEA: Mailing Address is LEA Office.

11. MODIFICATIONS

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

12. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, state and federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as

though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

13. CHOICE OF LAW OR VENUE

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

14. ASSIGNMENT

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

15. SEVERABILITY/WAIVER

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

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

16. INTEGRATION

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

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

18. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking

and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

19. ALCOHOL AND DRUG-FREE WORKPLACE

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

20. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

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

22.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

22.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

22.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 22.2 above, of this certification; and,

22.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

23. TERMINATION

Either party may terminate this Contract by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination.

24. DISPUTE RESOLUTION

In the event of a claim, controversy or dispute, the parties agree to use the procedure as stated herein. The party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days. Both parties will attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response. The complaining party shall provide the respondent with a written issue statement detailing the claim, controversy or dispute. If the matter is not resolved within a period of within 60 days from the date of the aforementioned meeting, the parties shall proceed to mediation with an agreed upon mediator. If the Parties cannot reach a resolution within a period of 60 days from the date of mediation, then either Party may, upon notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "AAA Rules"). Notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will mutually select an arbitrator. If the Parties are unable to agree on an arbitrator, the arbitrator will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator. The arbitrator will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs when supported by law. The arbitrator will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

25. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE contract with the Department (Agreement No. 17-94051) (Appendix A-Prime Contract). All

representations and warranties shall inure to the benefit of the Department. LEA hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

26. PROGRAM NAME AND NUMBER FOR FEDERAL CLAIMING

Title 31- Money and Finance, Subtitle V- General Assistance Administration, Chapter 75-Requirements for Single Audits, section 7502 requires each pass-through entity to provide the sub-recipient program names and any identifying numbers form which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).

27. EXECUTION REQUIREMENTS

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

26. EDUCATION CODE

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

27. SIGNATURE AUTHORITY

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

LOS ANGELES COUNTY OFFICE OF EDUCATION	Glendale Unified School District
By _____ Patricia Smith Executive Director Business and Finance	By _____ _____ Typed or Printed Name
Date _____ lm 8-4 Report 8/7/17	Title _____ Indicate Federal Tax I.D. Number: _____

Appendix A-Prime Contract

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213_DHCS (Rev. 06/16)

LACOE CONTRACT #C-17390:17:20

REGISTRATION NUMBER	AGREEMENT NUMBER
	17-94051

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)

Los Angeles County of Education, Region 11

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Agreement is: $ 210,000,000 Two Hundred Ten Million Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (f) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit F – HIPAA Business Associate Addendum	15 pages
Exhibit G – Information Confidentiality and Security Requirements	7 pages
Exhibit H – Travel Reimbursement Information	2 pages
Exhibit I – Contractor's Release	1 page

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at* http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

Los Angeles County of Office Education, Region 11

BY *(Authorized Signature)*: Patricia Smith

DATE SIGNED *(Do not type)*: 6/14/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia Smith, Executive Director, Business & Finances

ADDRESS

9300 Imperial Hwy
Downey, CA 90242

STATE OF CALIFORNIA

AGENCY NAME

Department of Health Care Services

BY *(Authorized Signature)*:

DATE SIGNED *(Do not type)*:

PRINTED NAME AND TITLE OF PERSON SIGNING

Don Rodriguez, Chief, Contract Management Unit

ADDRESS

1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413,
Sacramento, CA 95899-7413

California Department of General Services Use Only

☐ Exempt per:

Report 6/19/17

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Medi-Cal Outreach, Facilitating Medi-Cal Application, Medi-Cal Non-Emergency Transportation, Contracting for Medi-Cal Services, Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination and Claims Administration and Training.

2. Service Location

The services shall be performed at applicable facilities within the Los Angeles County Office of Education, Region 11 geographic region.

3. Service Hours

The services shall be provided during normal Contractor working hours and days.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

Department of Health Care Services	**Los Angeles County Office of Education, Region 11**
Tony Teresi, Chief School-Based MAA Unit Telephone: (916) 445-5215 Fax: (916) 324-0738 E-Mail:Tony.Teresi@dhcs.ca.gov	Patricia Smith, Executive Director, Business and Finances Telephone: (562) 922-6421 Fax: (562) 922-6365

B. Direct all inquiries to:

Department of Health Care Services	**Los Angeles County of Education, Region 11**
School-Based Claiming & Subacute Services Section Francisco Yanes, SMAA Analyst 1501 Capitol Ave., MS 4603 P.O. Box 997436 Sacramento, CA 95899-7436 Telephone: (916) 445-5212 Fax: (916) 324-0738 E-Mail: francisco.yanes@dhcs.ca.gov	Attn: Octavio Castelo, LEC/MAA Coordinator Los Angeles County Office of Education 9300 Imperial Hwy Downey, CA 90242 Telephone: (562) 922-6144 Fax: (562) 803-4787 E-Mail: castelo_octavio@lacoe.edu

Exhibit A
Scope of Work

A. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

A. The following MAA are *eligible* for 50-percent Federal Financial Participation (FFP) rate.

1) Initial Medi-Cal Outreach

This activity is when school staff performs *initial* activities that inform eligible or potentially eligible individuals about Medi-Cal programs and services and how to access them. Initial activities would include bringing potential eligible's into the Medi-Cal system for the purpose of determining eligibility and initially arranging for the provision of Medi-Cal services. Include related paperwork, clerical activities, or staff travel required to perform these activities (including initiating and responding to email and voicemail). Local Educational Agency (LEA) only conduct outreach for the populations served by their schools (i.e., students and their parents or guardians). The following are examples of activities that are considered Medi-Cal outreach:

a) Providing initial information about Medi-Cal-covered services and/or DHCS screenings (e.g., dental, vision) in the schools that will help identify medical conditions that can be corrected or improved by services through Medi-Cal.

b) Identifying and referring adolescents who may be in need of Medi-Cal family planning services.

c) Informing Medi-Cal eligible and potential Medi-Cal eligible children and families about the benefits and availability of services provided by Medi-Cal.

d) Informing children and their families on how to effectively access, use, and maintain participation in all health resources under the federal Medi-Cal program.

e) Assisting in the early identification of children who could benefit from the health services provided by Medi-Cal as part of a Medi-Cal outreach campaign.

f) Contacting pregnant and parenting teenagers about the availability of Medi-Cal prenatal and well-baby care programs and services.

g) Conducting a family planning health education outreach program or campaign—if it is targeted specifically to family planning Medi-Cal services that are offered to Medi-Cal eligible individuals.

h) Providing initial referral assistance to families where Medi-Cal services can be provided.

i) Participating in or coordinating outreach trainings that improve the delivery of Medi-Cal services.

j) Providing information regarding Medi-Cal managed care programs and health plans to individuals and families and how to access that system.

2) Activities that are not considered Medi-Cal outreach under any circumstances are:

a) General preventive health education programs or campaigns addressed to life-style changes in the general population (e.g., dental prevention, anti-smoking, alcohol reduction, etc.), and

b) Outreach campaigns directed toward encouraging persons to access social, educational, legal, or other services *not* covered by Medi-Cal.

Exhibit A
Scope of Work

3) Facilitating Medi-Cal Application

This activity is when school staff assists an individual in becoming eligible for Medi-Cal. Include related, paperwork, clerical activities, or staff travel required to perform these activities, including initiating and responding to email and voicemail. This activity does not include the actual determination of Medi-Cal eligibility.

a) Verifying an individual's current Medi-Cal eligibility status for the purposes of Medi-Cal program.

b) Explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants.

c) Assisting individuals or families to complete a Medi-Cal eligibility application.

d) Gathering information related to the application and eligibility determination for an individual, including resource information as a prelude to submitting a formal Medi-Cal application.

e) Providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

f) Referring an individual or family to the local Medi-Cal eligibility office to make application for Medi-Cal.

g) Assisting the individual or family in collecting/gathering required information and documents for the Medi-Cal application.

h) Participating as a Medi-Cal eligibility outreach outstation, but does not include determining eligibility.

i) Using client information gathered from various programs such as DHCS and the Free and Reduced Lunch Program to facilitate the Medi-Cal application process and expand enrollment into Medi-Cal programs and services.

4) Medi-Cal Claims Administration, Coordination and Training

This activity is when coordinators and time survey participants perform activities that are directly related to Medi-Cal claims administration and coordination, and training activities. Staff who time survey should use this activity for time spent after initial or annual training in reviewing how to document relevant MAA through the time survey process. Reasonable time spent reviewing how to survey and working with others to complete the survey is acceptable. Include related paperwork, clerical activities, or staff travel necessary to perform these activities, including initiating and responding to email and voicemail.

a) Drafting, revising, and submitting MAA operational plans.

b) Serving as liaison for regional and local MAA claiming programs and with the State and Federal Governments on Medi-Cal administration.

c) Monitoring the performance of claiming programs.

d) Administering MAA, including overseeing, preparing, compiling, revising, and submitting claims.

e) Training program and subcontractor staff on state, federal, and local requirements for MAA claiming.

f) Ensuring that MAA claims do not duplicate Medi-Cal claims for the same activities from other providers.

g) Attending meetings and conferences that involve MAA coordinators.

Exhibit A
Scope of Work

B. The following MAA are eligible for the 50-percent FFP rate however, the allocable share of costs must be determined by applying the discounted or proportional Medi-Cal share (the Medi-Cal percentage). The Medi-Cal share is determined by calculating the ratio of Medi-Cal eligible students to total students.

1) Ongoing Referral, Coordination, and Monitoring of Medi-Cal Services

This activity is when school staff makes ongoing referrals for, coordinating, and/or monitoring the delivery of Medi-Cal-covered services. This activity is used after an initial referral is made.

School staff performs this activity when making ongoing referrals for, coordinating, and/or monitoring the delivery of Medi-Cal-covered services.

a) Making referrals for and/or coordinating medical or physical examinations and necessary medical/mental health evaluations.

b) Making referrals for and/or scheduling certain Medi-Cal-covered DHCS screens, inter-periodic screens, and appropriate immunization, but NOT to include the State-mandated health services.

c) Referring students for necessary medical health, mental health, or substance abuse services covered by Medi-Cal.

d) Arranging for any Medi-Cal-covered medical/mental health diagnostic or treatment services that may be required as the result of a specifically identified medical/mental health condition.

e) Gathering any information that may be required in advance of these referrals.

f) Participating in a meeting/discussion to coordinate or review a student's needs for health-related services covered by Medi-Cal.

g) Providing follow-up contact to ensure that a child has received the prescribed medical/mental health services.

h) Coordinating the completion of the prescribed services, termination of services, and the referral of the child to other Medi-Cal service providers as may be required to provide continuity of care.

i) Providing information to other staff on the child's related medical/mental health services and plans.

j) Coordinating the delivery of community-based medical/mental health services for a child with special/severe health care needs.

k) Monitoring and evaluating the Medi-Cal-covered service components.

l) Coordinating medical/mental health service provisions with managed care plans as appropriate.

2) Arranging Transportation in Support of Medi-Cal Services

This activity is when school staff assists an individual or family to obtain transportation to services covered by Medi-Cal. This does not include:

a) The provision of the actual transportation service, but rather the administrative activities involved in scheduling or arranging specialized transportation.

b) Activities that contribute to the actual billing of transportation as a medical service.

Exhibit A
Scope of Work

c) Accompanying the Medi-Cal eligible individual to Medi-Cal services as an administrative activity.

Examples:

d) Scheduling or arranging transportation to Medi-Cal-covered services.

e) A transportation supervisor and staff time coordinating transportation to Medi-Cal services.

f) Include related paperwork, clerical activities, or staff travel required to perform these activities, including initiating and responding to email and voicemail.

3) Translation

Translation may be allowable as an administrative activity if it is not included and paid for as part of a medical assistance service. However, translation must be provided by a third party translator or by *separate* employees performing translation functions for the school and it must facilitate access to Medi-Cal-covered services. Please note that a school district does not need to have a separate administrative claiming unit for translation.

a) Arranging for or providing translation services (oral, written, and signing) that assist the individual to access and understand necessary care or treatment covered by Medi-Cal.

b) Arranging for or providing translation to student/parent to understand how to access the application for Medi-Cal.

4) Program Planning, Policy Development, and Interagency Coordination Related to Medi-Cal Services.

This activity is when school staff performs collaborative activities with other agencies associated with the development of strategies to improve the coordination and delivery of Medi-Cal-covered medical/mental health services to students and their families. Only employees whose position descriptions include program planning, policy development and interagency coordination should perform this activity.

a) Identifying gaps or duplication of medical/mental health services to students and their families and developing strategies to improve the delivery and coordination of these services.

b) Developing strategies to assess or increase the capacity of school medical/mental health programs.

c) Monitoring the medical/mental health delivery systems in schools.

d) Developing procedures for tracking families' requests for assistance with Medi-Cal-covered services and providers. (This does not include the actual tracking of requests for Medi-Cal services.)

e) Evaluating the need for Medi-Cal services in relation to specific populations or geographic areas.

f) Analyzing Medi-Cal data related to a specific program, population, or geographic area.

g) Working with other agencies providing Medi-Cal services, to expand access to specific populations of Medi-Cal eligible, and to improve collaboration around the early identification of medical problems.

h) Defining the scope of each agency's Medi-Cal service in relation to the other.

Exhibit A
Scope of Work

i) Working with Medi-Cal resources, such as the managed care plans, to make good faith efforts to locate and develop health services referral relationships.

j) Developing advisory or work groups of health professionals to provide consultation and advice regarding the delivery of Medi-Cal care services to the school populations.

k) Developing medical referral sources, such as directories of Medi-Cal providers and managed care plans.

l) Coordinating with interagency committees to identify, promote, and develop Medi-Cal and/or the school system.

m) Negotiating and processing special agreements that support interagency coordination to improve the delivery of Medi-Cal services.

n) Participating in or coordinating training that enhances early identification, intervention, screening, and referral of students with special health needs to Medi-Cal services.

5) General Administration/Paid Time Off

This activity is a reallocated activity. This general administrative activity must be reallocated across the other activities on a *pro rate* basis.

The purpose this activity is to capture job duties that support time for your primary job. Time recorded under this activity will be apportioned appropriately to MAA and non-MAA. Paid time off is when you are being paid, but you're not at work. This includes paid vacation days, jury duty, sick leave, etc. If you are not paid for your time off, you can't record that time here. Unpaid time off should be left blank on your time survey.

Below are typical examples of general administrative activities:

a) When not included in the indirect rate, the general operation of LEA such as accounting, budgeting, payroll, purchasing and data processing. (Certain functions, such as payroll, maintaining inventories, developing budgets, executive direction, etc., are considered overhead; therefore, they are ONLY allowable through the approved indirect cost rate.)

b) General supervision of staff or facilities, including staff performance reviews, and personnel management.

c) Reviewing non-instructional school policies, procedures, or rules.

d) Attending or facilitating school or unit staff meetings, board meetings, or required in-service trainings and events.

e) Review of professional and inter-district correspondence.

f) Completing personal mileage and expense claims.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Regular Mail	**Overnight Mail**
Tony Teresi	Tony Teresi
Department of Health Care Services	Department of Health Care Services
Safety Net Financing Division	Safety Net Financing Division
School-Based Claiming and Subacute	School-Based Claiming and Subacute
Services Section	Services Section
MS 4603	MS 4603
PO Box 997436	1501 Capitol Avenue
Sacramento, CA 95899-7436	Sacramento, CA 95814-5005

C. Invoices shall:

1) Be prepared on both the Summary Invoice and Detail Invoice incorporated by reference in Exhibit E, Provision 1.
2) Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement on the Summary Invoice.
3) Bear the Contractor's name as shown on the agreement on both the Summary Invoice and on the Detail Invoice.
4) Identify the billing and/or performance period covered by the invoice on both the Summary Invoice and on the Detail Invoice.
5) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the Detail Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
6) Provide the State with complete invoice and expenditure information to include in the Centers for Medicare and Medicaid Services CMS 64 no later than 15 months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized Summary Invoice and Detail Invoice.
7) Identify on the Detail Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate Detail Invoice shall be submitted for each Local Educational Agency claiming MAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the MAA Invoice instructions. The Detail Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors MAA Operational Plan. The Invoice instructions and the MAA Operational Plan are found in the California School-Based MAA Provider Manual incorporated by reference in Exhibit E, Provision 1.

Exhibit B
Budget Detail and Payment Provisions

D. Rates Payable

1) The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.

a. The rate of federal reimbursement is 50 percent Federal Financial Participation (FFP) for all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A-Scope of Work.

b. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

E. Certify the certified public expenditure from Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The following certification statement shall be made on each Summary Invoice submitted to the State for Payment for the performance of MAA.

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51, allowable administrative activities and that these claimed expenditures have not been nor shall not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act."

The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP). Expenditures certified for MAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1) $70,000,000 for the budget period of 07/01/17 through 06/30/18,
2) $70,000,000 for the budget period of 07/01/18 through 06/30/19,
3) $70,000,000 for the budget period pf 07/01/19 through 06/30/20

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Participation in Medi-Cal Administrative Claiming Process

A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.

B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.

C. The amount of the participation fee shall be based upon the anticipated State salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

6. Non-Federal Matching Funds for Medi-Cal Administrative Activities

The Contractor will expend 100 percent of the non-federal share of the cost of performing Medi-Cal Administrative Activities. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

Exhibit B
Budget Detail and Payment Provisions

7. Claiming Overhead Costs

A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved Local Educational Consortia (LEA) administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A local governmental agency's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve it.

B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with the following of 45 CFR 75 guidelines.

C. Both external and internal administrative cost allocation plans must comply with provisions of the 45 CFR 75 guidelines, entitled "Cost Principles for State, Local, and Indian Tribal Governments "and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

D. The Contractor must assure that costs claimed as direct costs not duplicate costs claimed through the application of the indirect cost rate.

8. Offset of Revenues

A. To the extent that other funding sources have paid or would pay for the costs at issue, Federal Financial Participation (FFP) is not available and the costs must be removed from the total costs of 45 CFR 75. The revenue offset categories which must be applied in developing the net costs include, but are not limited to:

1) All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.

2) All state expenditures which have been previously matched by the federal government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates).* Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all inclusive rate for direct patient care.

3) Private insurance and other fees collected from non-governmental sources.

4) All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.

Exhibit B
Budget Detail and Payment Provisions

5) A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs, i.e., make a profit.

9. Expense Allowability/Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

10. Federal Audit Disallowances

A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.

B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for MAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year. All subsequent claims submitted to the State applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

11. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than 90 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment

obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit I)" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

12. Program Name and Number for Federal Claiming

A. Title 31 – Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, section 7502 requires each pass-through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).

B. Contractor shall include the language in Section 12, Item A. in its contracts with sub-recipients and vendors.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall

make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or State university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required

for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by

Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's

decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133)*** and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Los Angeles County Office of Education	Patricia Smith
Name of Contractor	Printed Name of Person Signing for Contractor
17-94051	
Contract / Grant Number	Signature of Person Signing for Contractor
	Executive Director, Business & Finance
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency		7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:		b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI)*:
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: Telephone No.: Date:
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. The Contractor is required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the internet, an Extranet link or other mechanism will be presented to the Contractor under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates:

1) School Based MAA Manual*
2) Policy & Procedure Letters*
3) School Based Time Survey for Employees Performing Medi-Cal Administrative Activities*
4) Medi-Cal Administrative Activities Summary Invoice*
5) Medi-Cal Administrative Activities Detail Invoice*

*The above referenced documents can be found on the internet at:
http://www.dhcs.ca.gov/ProvGovPart/Pages/SMAA.aspx

2. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

3. Cancellation/Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

C. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement, and incurred up to the date of termination or cancellation, including

authorized non-cancelable obligations provided such expenses do not exceed the stated maximum amounts payable.

4. Contractor Responsibilities

A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations CCR), Division (3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and provided in Federal guidelines 45 CFR 75.

B. Contractor and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

C. If the Contractor enters into contracts with other organizations to perform MAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have available for State and/or Federal review, any contract to perform administrative activities under the auspices of the Medi-Cal Program.

D. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of contract. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.

E. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

F. Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

G. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

Exhibit E
Additional Provisions

H. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

5. Department Responsibilities

A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for MAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

B. Provide the Contractor with a standardized format for the Summary Invoice, Detailed Invoice and MAA Claiming Plan which will be disseminated through policy directives issued by the State.

C. Review MAA Claiming Plan and amendment(s) to the MAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

D. Provide program monitoring and oversight including periodic site reviews for compliance with State and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.

E. Submit approved MAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.

F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

6. Joint Responsibilities

A. The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, 45 CFR Sections 160, 162, and 164, Welfare and Institutions Code, Sections 14100.2 and 14132.47 (w) and 22 California Code of Regulations, Section 51009.

Exhibit E
Additional Provisions

7. Audit

A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

B. Contractor agrees that the awarding department, the DGS, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. For MAA, all records in support of allowable MAA activities must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA or LEC receives reimbursement from the Department of Health Care Services (DHCS) for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for MAA, upon request, to the state or federal government.

Exhibit F
HIPAA Business Associate Addendum

I. Recitals

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ('the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.

C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.

E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.

D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

Exhibit F
HIPAA Business Associate Addendum

E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.

H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.

I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

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HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:

   a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

   b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).

2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

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HIPAA Business Associate Addendum

3. ***Security***. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

   b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

   d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

   Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

D. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:

Exhibit F
HIPAA Business Associate Addendum

a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or

b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. ***Availability of Information to DHCS and Individuals.*** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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HIPAA Business Associate Addendum

I. ***Documentation of Disclosures***. To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. ***Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. ***Notice to DHCS.*** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

   Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:
   http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

   Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

   a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

   b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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2. ***Investigation and Investigation Report.*** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

3. ***Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.

4. ***Notification of Individuals.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. ***Responsibility for Reporting of Breaches.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. ***DHCS Contact Information.*** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. ***Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. ***Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. ***Sanctions and/or Penalties***. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

A. From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':

1. Failure to detect or

2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.

B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

A. ***Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).

B. ***Termination for Cause***. In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

C. ***Judicial or Administrative Proceedings***. Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

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D. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. ***Disclaimer***. DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment***. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings***. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation***. The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in

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favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit F
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

A. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

B. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. ***Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

D. ***Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

B. ***Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. ***Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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F. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

G. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. ***Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

I. ***System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. ***Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. ***Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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M. ***Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

N. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

A. ***Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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D. ***Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

E. ***Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. ***Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit G
Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

      Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

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6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1) Personnel Controls

a. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

b. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. ***Confidentiality Statement.*** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

d. ***Background Check.*** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

a. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. ***Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.

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d. ***Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

g. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

h. ***Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

i. ***System Timeout.*** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. ***Warning Banners.*** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

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l. ***Access Controls.*** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. ***Transmission encryption.*** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.

n. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

a. ***System Security Review.*** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. ***Log Reviews.*** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.

c. ***Change Control.*** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4) Business Continuity / Disaster Recovery Controls

a. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

a. ***Supervision of Data.*** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

Exhibit G
Information Confidentiality and Security Requirements

b. ***Escorting Visitors.*** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.

e. ***Faxing.*** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. ***Mailing.*** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

B. ***Security Officer.*** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

(1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:

Exhibit G
Information Confidentiality and Security Requirements

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. ***Investigation of Breach.*** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

E. ***Written Report.*** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. ***Notification of Individuals.*** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after Janury 1, 2017)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the* Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	$ 95.00 plus tax
Marin	$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	$120.00 plus tax
Counties of Monterey and San Diego	$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	$140.00 plus tax
City of Santa Monica	$150.00 plus tax
San Francisco	$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 7.00
Lunch	$ 11.00
Dinner	$ 23.00
Incidental expenses	$ 5.00

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.535 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	▸ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.	Breakfast
	▸ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.	Dinner
	Lunch or incidentals cannot be claimed on one-day trips.	
24 hours or more	▸ Trip begins at or before 6:00 a.m.	Breakfast
	▸ Trip begins at or before 11:00 a.m.	Lunch
	▸ Trip begins at or before 5:00 p.m.	dinner
More than 24 hours	▸ Trip ends at or after 8:00 a.m.	Breakfast
	▸ Trip ends at or after 2:00 p.m.	Lunch
	▸ Trip ends at or after 7:00 p.m.	Dinner

The following meals may **not** be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.

No meal expense may be claimed for reimbursement more than once in any given 24-hour period.

Exhibit I

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 17-94501 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Los Angeles County of Education, Region 11

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

LACOE CONTRACT C-17390:17:20

AGREEMENT SUMMARY
STD. 215_DHCS (Rev. 12/15)

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER	AMENDMENT NUMBER
17-94051	

1. CONTRACTOR'S NAME: Los Angeles County of Education, Region 11
2. FEDERAL I.D. NUMBER: 94-6000942
3. AGENCY TRANSMITTING AGREEMENT: Department of Health Care Services
4. DIVISION, BUREAU, OR OTHER UNIT: Safety Net Financing
5. AGENCY BILLING CODE: 085065
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Stephanie Muzzi (Smuzzi@dhcs.ca.gov) 322-5638
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☐ NO ☒ YES *(If YES, enter prior contractor name and Agreement Number)*: Los Angeles County of Education, Region 11 14-90008
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES: Performs Medi-Cal administrative Activities on behalf of DHCS
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

The Los Angeles County of EducationSchools shall perform Medi-Cal Administrative Activities (MAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families.

10. PAYMENT TERMS *(More than one may apply.)*
☐ MONTHLY FLAT RATE ☒ QUARTERLY ☐ ONE-TIME PAYMENT ☐ PROGRESS PAYMENT
☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED
☐ REIMBURSEMENT / REVENUE / INCOMING FUNDS $ _____ or _____ %
☒ OTHER *(Explain)* See Exhibit B (Budget Detail and Payment Terms)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Health Care Deposit Fund	4260 603 0912	17/18		2017	$ 70,000,000
Health Care Deposit Fund	4260 603 0912	18/19		2018	$ 70,000,000
Health Care Deposit Fund	4260 603 0912	19/20		2019	$ 70,000,000
					$

OBJECT CODE 17-95929 9912 702

AGREEMENT TOTAL $ 210,000,000

OPTIONAL USE Funding is subject to passage of Governor's Budget

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 70,000,000

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT: $

ACCOUNTING OFFICER'S SIGNATURE ✍

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE: $ 70,000,000

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/17	06/30/20	$ 210,000,000	Exempt. See Item 13.
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 210,000,000	

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD. 215_DHCS (Rev. 12/15)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) ☐ Primary ☐ Secondary ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT / NCB *(Attach STD. 821 and NCB approval)* ☐ EXEMPT FROM BIDDING *(Give authority for exempt status)* ☒ OTHER *(Explain)* SCM 5.80B.2.b-Subvention/local asst/direct service

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*
N/A - Exempt from bidding. See Item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*
N/A - Exempt from bidding. See Item 13.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Rates comply w/Medi-Cal Allocation Plan.

17. (a) JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

17. (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

☒ By checking this box, I hereby certify compliance with Government Code section 19132(b) (1).

AUTHORIZED SIGNER: DATE:

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?
☐ NO ☒ YES ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
☐ NO ☒ YES ☐ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☒ YES ☐ N/A
B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED
☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ ~~Good Faith effort documentation attached if 3% goal is not reached.~~

☐ ~~We have determined that the contractor has made a sincere good faith effort to meet the goal.~~

Explain:

24. IS THIS A SMALL OR MICRO BUSINESS CERTIFIED BY OSBCR? ☐ NO ☐ YES *(If YES indicate which type below)*

☐ SMALL BUSINESS *(Indicate Industry Group)* _____

☐ MICRO BUSINESS *(Indicate Industry Group)* _____

SMALL OR MICRO BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? *(If YES, provide justification)*

☐ NO ☒ YES
Term of non-bid contract ok'd per SCM 7.80.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

State of California – Health and Human Services Agency
Department of Health Care Services

PCC Exemption (if known)

CONTRACT REQUEST (Submit 1 original + 1 copy) ☐ **Expedite** (Complete Item 17)

1. Agreement/Amendment number	2. Current FY transaction amount	3. Agreement total	4. Term start date and end date
17-94051	$ 70,000,000	$ 210,000,000	07/01/17 – 06/30/20

5. Contractor's/Grantee's name	6. Project location (County / Statewide)
Los Angeles County of Education, Region 11	Los Angeles County

7. Contractor's/Grantee's *official contact person* (name , title and email address)	8. Telephone number
Patricia Smith, Executive Director, Business & Finances	(562) 922-6421

9. Contractor's/Grantee's *Contract/Project Manager* (name, title and email address)	10. Telephone number	11. Fax number
Octavio Castelo, LEC/MAA Coordinator	(562) 922-6144	(562) 803-4787

12. **Agreement Type** (Check the numbered item that matches the service type. Confirm the choice against a CMU Decision Tree.)

- ☐ 1 **Consultant** [Non-IT, not for universities/Gov't. entities.]
- ☒ 2 **Direct services to Public / Subvention Aid**
- ☐ 2 **Grant award** (authorized by program statute)
- ☐ 3 **Personal service** (Non-IT, students, Foundations)
- ☐ 4 **Business service** (Non-IT)
- ☐ 6 **State Agency**, Department, Board or Commission
- ☐ 6 **CSU** - California State University campus or Trustees
- ☐ 6 **UC** - University of California campus or The Regents of UC
- ☐ 7 **Other** [Memberships, Subscriptions, Data access, Zero dollar, etc.]
- ☐ 8 **Information Technology (MSA or CMAS)** - on STD. 213
- ☐ 9 **Incoming Funds** - reimbursement/revenue producing

13. **Business Type** (Check the numbered item that matches the Contractor's business type. Confirm Type 1+2 choice with Contractor or STD. 204.)

- ☐ 1 **For Profit entity** [Individual, commercial business, partnership, joint venture, incorporated or unincorporated organization, etc.]
- ☐ 2 **Nonprofit entity** [Public or private incorporated organization, e.g., College Foundation. Maintain proof of nonprofit status Program files.]
- ☒ 3 **Government entity** [City, County, California State agency, CSU campus/Trustees, federal agency, another State, etc.]
- ☐ 4 **Public entity** [Public entities (e.g., UC campus/Regents, school/water/utility district), other municipality, joint powers agency, etc.]

14. **For Service Order (DHCS 3045) requests only**

If one of the following service types are requested, mark the applicable box:

- ☐ 1 Office furniture repair and maintenance
- ☐ 2 Interpreter services for Reasonable Accommodation Requests
- ☐ 3 Mail Meter services
- ☐ 4 Copier, Fax, and other equipment repair and maintenance agreements
- ☐ 5 Elevator maintenance
- ☐ 6 Automated External Defibrillator (AED) maintenance
- ☐ 7 Ergonomic evaluations
- ☐ 8 Moving services
- ☐ 9 Security services
- ☐ 10 Mail Courier services
- ☐ 11 Confidential Document Shredding services
- ☐ 12 In non-State facilities: Electricians, Janitors, and other Repairs and Maintenance

DO NOT complete a Justification for Contracting Out Services form (DHCS 2319A), if any of the above service types (1-12) apply

15. **DVBE Participation** - (Check one)

☒ **N/A** – Agreement Type (section 12) is 2, 6, 7, 9 **or** Business Type (section 13) is 3 or 4 **or** Amendment ☐ DVBE goal achieved ____%
☐ Waived by CMU (Attach proof of CMU waiver if applicable)

16. **Federal Funding** - Is the agreement federally funded in whole or part **or** is the amendment federally funded? (Check one) ☒ **Yes** ☐ **No**
If yes, provide split below for ***current FY transaction amount ONLY***. *(Example: 50/50 – for $100,000. $50,000 Federal Funds / $50,000 General Funds)* 100% Fully Federally Funded - $70,000,000.

17. For Local Assistance contracts that pertain to Medi-Cal funding: Does the contract include CFDA #93.778 Funding? ☒ **Yes** ☐ **No**
If yes, must include the STD 215 continuation page:
http://dhcsintranet/FormsPubs/Documents/ContractForms/STD%20215%20CFDA_Third%20page.docx

18. **Expedite Handling**

☐ **Yes** (attach approval) ☒ **No**

19. **Non-Debarment Certification** - The person submitting this request hereby certifies the Contractor is presently not debarred or ineligible to receive a contract award. Debarment status was verified at: http://dhcsintranet/SvcProg/programs/contracts/Pages/Debarred-Suspended.aspx . ☒ Yes ☐ No

20. **Funding program contact information**

Program analyst contact name	Email address	Telephone number	Fax number
Francisco Yanes	Francisco.Yanes@dhcs.ca.gov	(916) 445-5212	(916) 324-0738

Division name of funding program	Section name of funding program
Safety Net Financing Division	School-Based Claiming & Subacute Services

Mailing address (Street Address, Room Number, Mail Station-if appropriate, P.O. Box)	City	State	Zip Code
1501 Capitol Avenue, MS 4603, P. O. Box 997436	Sacramento	CA	95899-7436

The person signing below certifies as to the necessity and accuracy of this contract transaction and the expenditure authority.

Signature of Division Chief or Above	**Printed name and title of person signing**	**Date signed**
	John Mendoza, Division Chief	

APPENDIX B

Use of RMTS System and Restrictions

The RMTS System may be accessed only by LEA Users as defined in Section 1. LACOE shall require Authorized Contractors and LEA Users to adhere to the provisions of Appendix B-1. Acceptance of this contract signifies acceptance of the terms of Appendix B-1. All LEA users must implement the provisions of Appendix B-1 prior to use of the RMTS System. All LEA users must continue to adhere to the provisions of Appendix B-1 during the term of the contract. LACOE reserves the right to restrict access of the RMTS System by any LEA User and/or Authorized Contractor who violates the confidentiality or proprietary rights of the RMTS System.

LEA acknowledges and agrees that (i) the RMTS System sublicensed to LEA by LACOE is and will remain the property of its licensors; (ii) LEA has no right, title or interest to the proprietary information and the RMTS System licensed to LACOE, (iii) not to make available the RMTS System proprietary or confidential information in any form to any third party or to use the RMTS System for any purpose other than the implementation of and as specified in this Contract, (iv) to take all reasonable steps to ensure that proprietary or confidential information of the RMTS System is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract, (v) ensure that appropriate proprietary notices indicating RMTS System Intellectual Property Rights in the RMTS System and related Documentation are placed on all copies of written materials distributed by LEA, (vi) not decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof and shall not permit any LEA User to decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof, (vii) be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the RMTS System Service, including all deletions of such data by LEA Users.

Appendix B-1

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By Phone: 312.321.1225

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Appendix C

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GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

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. 27, May 1, 2018

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

BOARD OF EDUCATION MEETING NO. 27
UNADOPTED MINUTES
REGULAR MEETING, May 1, 2018

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 4:30 p.m. on Tuesday, May 1, 2018, 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, Mr. Felix Melendez, and Dr. Deb Rinder.

PLEDGE OF ALLEGIANCE

Haig Araz Krikorian, an 11th grade student from Hoover High 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 Mr. Krikorian and seconded by Dr. Gharpetian to approve the agenda, as presented. AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

STUDENT BOARD MEMBER REPORT

Student Board member Amira Chowdhury provided an update on the activities at our schools. Crescenta Valley High had its spirit assembly last Friday. They are hosting a blood drive on May 15. Glendale High will be having its 3rd annual Powder Puff game on May 25 at 7 p.m. where cheerleaders are football players and the football players are cheerleaders. Last Friday, Toll, Keppel, and Hoover held a block party to raise funds. Hoover High had a Human Rights assembly where Congressman Adam Schiff spoke to the students. Glendale High hosted a goodbye rally. The winner of the congressional arts competition will have their artwork hung in Washington D.C. On May 21, Wilson students will be taking a beach trip, and John Muir will be presenting its annual talent show.

PUBLIC COMMUNICATIONS

1. Taline Arsenian, GTA president, acknowledged Nayiri Nahabedian for her outstanding service and leadership as president on the Board for the 2017-2018 term. A lot has been accomplished under her term. She provided some highlights of the year including finalizing the Spanish textbook adoption; Cerritos becoming our first coding school; prioritizing social and emotional learning; strengthening our GUSD prevention suicide policy; and progress on the property exchange We closed our collective bargaining agreement and eliminated yard duty which has been one of their goals for thirty years. Her compassion and heart are evident in her leadership style, doing what is best for our staff and students. On behalf of the GTA, she presented a certificate of appreciation to Ms. Nahabedian.

2. Arda Tchakian, representative from Senator Portantino's Office, presented a certificate of recognition thanking Nayiri Nahabedian for her service to the GUSD students.

3. Saro Ayvazians from AGBU Generation Next was joined by students from their after-school program. Today's program included taking a field trip to see a Board meeting and to thank Nayiri Nahabedian for her years of support and always being there for them. Her wisdom has helped get this program running.

PRESIDENT'S CLOSING REMARKS

Nayiri Nahabedian gave her year-in-review as to the progress of the district. She thanked staff, Mr. Roberson, and the assistant superintendents. The Board has set the tone, the expectations, and roadmap this year and every year. Together, as a family, we faced the La Tuna fire, bus strike, and lost some dear teachers, like Olivia McCauley. We also experienced many successes, as well. An example is Amira Chowdhury receiving a full scholarship. We continue to provide the best education with the resources we have. We began with our newest board member, Shant Sahakian. We continue to receive honors and recognition for our exceptional schools, including three new California Distinguished Schools: Mann, Monte Vista, and R.D. White. Clark Magnet was honored as a Green Ribbon School. We are proud of being recognized as a Special Olympics School District, for establishing a coding magnet school at Cerritos, for moving forward with our FLAG programs into the middle and high schools, and for implementing Restorative Justice. She is grateful for GEF's support of the Scholarshare children savings account program. Last month, we celebrated the Armenian Genocide, and GUSD created a two-day training on the genocide so we could train 100 of our teacher and open the door for teachers from our neighboring district. She is proud of the work our district has done in this area. In September, we reaffirmed that our schools are a safe zone for all students regardless of their immigration status. Our concerns about social/emotional wellbeing have led to greater focus in caring for our most vulnerable students. We are preparing our students for the future; preparing students to think globally and act locally. We stand by our commitment to teaching and learning. To quote Nelson Mandela, "education is the most powerful weapon which you can use to change the world." It has been a pleasure working with everyone, and she looks forward continuing her work with the Board.

MINUTES: May 1, 2018 – Regular Board Meeting

Board members Freemon, Gharpetian, Krikorian, and Sahakian, and Student Board member Chowdhury expressed their thanks to Ms. Nahabedian. Superintendent Roberson presented a gift of appreciation to Ms. Nahabedian on behalf of the Board.

REORGANIZATION OF THE BOARD OF EDUCATION

1. Motion made by Dr. Gharpetian and seconded by Mr. Sahakian to rotate officers consistent with Board Policy 9100 as follows:

   President: Gregory S. Krikorian
   Vice President: Jennifer Freemon
   Clerk: Dr. Armina Gharpetian
   Position 4: Shant Sahakian
   Position 5: Nayiri Nahabedian

   Motion approved unanimously by the following vote: AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

The newly selected Board officers took their new seats at the dais. Mr. Krikorian presided over the rest of the meeting.

ACKNOWLEDGEMENTS AND RECOGNITIONS

California Day of the Teacher –The Board of Education recognized the teachers as we celebrate May 9, 2018 as California Day of the Teacher. Taline Arsenian, Glendale Teachers Association president, accepted the certificate of recognition on behalf of all teachers.

National School Nurse Day – May 9, 2018 is National School Nurse Day and is sponsored by the National Association of School Nurses. Nurses play an important role in maintaining the wellness of students, as well as providing valuable resources on health-related issues to staff, parents, and the community. School nurses work quietly behind the scenes, but their contributions to the school district are worthy of special recognition. The Board of Education recognized Michelle Green, Nurse Coordinator, and all of our nurses for the work they do for our students and staff.

CLOSED SESSION

The Board recessed to Closed Session at 5:30 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.

CLOSED SESSION (Continued)

4. Conference with Real Property Negotiators pursuant to Government Code 54956.8
   Property: Approximately 40,000 square feet of real property, referred to as a portion of the district office site, located at 223 N. Jackson Street, Glendale, California, 91206 (Property)
   Negotiating parties: Glendale Unified School District (Proposed Exchangor), Superintendent Winfred Roberson; Constance Schwindt, Atkinson, Andelson, Loya, Rudd & Romo; property consultant Sam S. Manoukian, RE/MAX; and one of more representatives from Carmel partners which may acquire the Property through an exchange agreement pursuant to applicable California law (Proposed Exchange).
   Under Negotiation: Instructions to negotiators will concern price and terms of payment as related to the possible exchange of the identified Property.

5. Conference with Legal Counsel – Anticipated Litigation – Initiation of litigation pursuant to Government Code §54956.9(c): One potential case.

6. Public Employee Performance Evaluation – Government Code §54957
   Title: Superintendent of Schools

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 7:19 p.m.

REPORTING OUT OF CLOSED SESSION

None.

PUBLIC COMMUNICATION

1. Taline Arsenian, GTA president, extended her congratulation to Greg Krikorian on his fifth term as president of the GUSD Board of Education. As the most senior board member, she looks forward to his expertise and institutional knowledge of GUSD as we move into the 2018-19 school year. Thousands of students have benefited from his representation on the Board, including his five children. His ongoing commitment to understanding the issues teachers face is to be commended. Thanks to the collective effort of our Board and superintendent, we are a phenomenal school district, one that she is proud of, with committed staff, dedicated educators, parents, and community. With his experience, we will work together to do even a greater job for our kids.

2. Sarah Morrison, math teacher at GHS, spoke about the high school textbook math adoption. GUSD math teachers are split about which curriculum is best for our students. Even though the districtwide vote was close, the teachers at Glendale High are eager to implement the CPM math textbook. The CPM curriculum got many more of their students actively engaged in the classrooms. When kids are invested, their teaching becomes very powerful. CPM textbooks are full of problems; the lessons are interesting and clever. That is what GHS students need. She realizes and respect that this sentiment is not shared by teachers districtwide.

PUBLIC COMMUNICATIONS (Continued)

She is here to ask the Board to support the students at Glendale High only by allowing them to use the CPM textbook. They need the Board's approval to make this happen.

3. Aurora Alamillo, teacher at Glendale High, spoke about GHS teachers desire to teach CPM. She has taught various CPM courses over the past twelve years and has heard some misconceptions about the curriculum. She addressed three of them. First misconception is that English Language Learners (ELL) will not be able to access the math curriculum because there is too much reading involved. ELL students are expected to read and speak in other classes. Why should math be the exception? ELL students are just as capable of being critical thinkers. The second misconception is that there is not enough practice problems for students to master a math topic by using this curriculum; therefore, supplements must be used in order to get the necessary practice. In reviewing the Integrated I textbook, she counted 112 problems in the first five chapters. There were more than enough practice problems. The third and final misconception is that teachers are not teaching. She tells her students she is a facilitator; she is fully prepared to teach every lesson. Teaching is not a one size fits all. Math must be made accessible to all students, not just for some. The strength of CPM is the daily emphasis on problem solving, communication, collaboration, and justification with which every lesson is created. Students are held accountable to math practices. As a teacher, she should be held accountable as well.

3. Helene Ditko Williams has four students who graduated from GHS. GHS has been a great place for her children. She thanked the district for the opportunities provided to them because they all achieved above high school education. She is here to give testimony as to the values of CPM as all of her children survived CPM and are thriving. The textbook adoption is something we should consider very seriously. She feels there are benefits for dual adoption, giving children opportunities to learn in different ways. She has a lot of faith in GHS students and teachers in the CPM program, and she was not a believer in the beginning.

INFORMATION

1. Acknowledgements of Service

2. Proposed Transitional Kindergarten Curriculum Materials Adoption

3. Proposed Secondary Mathematics Textbook Adoption for Integrated Math I-III

4. Proposed Revisions to Board Policy Relating to Community Relations

5. District Office Facilities Needs Update

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

MINUTES: May 1, 2018 – Regular Board Meeting

ACTION REPORTS

1. Signature Authorizations and Re-Adoption of Board Policies

   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, Nahabedian, Sahakian, and Krikorian.

2. Appointment of Voting Representative to Elect Members to the County Committee on School District Organization

   It was moved by Dr. Gharpetian and seconded by Mrs. Freemon to nominate Nayiri Nahabedian as the voting representative to the County Committee on School District Organization. Motion approved by the following vote: AYES— Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

3. Appointment of Board Representative to the Los Angeles County School Trustees Association (LACSTA)

   It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to nominate Dr. Gharpetian as the Board representative to LACSTA. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

4. Resolution No. 21 – School Safety

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

5. Resolution No. 30 – Approving Student Absence Verification Methods

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

6. Resolution No. 31 – Walk, Bike and Roll to School Day 2018

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

7. Approval of Secondary Mathematics Textbook Adoption for Grades 6-8

   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, Nahabedian, Sahakian, and Krikorian.

ACTION REPORTS (Continued)

8. Approval of Special Education Cluster Re-Organization Proposal

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

CONSENT CALENDAR

1. Minutes
   a) Regular Meeting No. 26, April 17, 2018

2. Certificated Personnel Report No. 17

3. Classified Personnel Report No. 16

4. Warrants totaling $1,223,728.07 for April 13, 2018 through April 25, 2018

5. Purchase Orders totaling $,389,897.38 for the period of April 2, 2018 through April 13, 2018.

6. Appropriation Transfer and Budget Revision Report

7. Authorization to Dispose of Surplus Property

8. Approval of New or Revised Board Policies Relating to Students, Instruction, Community Relations, and Business and Noninstructional Operations

9. Approval of Course of Study Outlines for Use in Middle Schools and High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and Science

10. Approval of Basic and Supplementary Textbooks for Use in Middle and High Schools in the Area of Foreign Language

11. Acceptance of DonorsChoose Awards

12. Approval for Keppel Elementary School to Process a Waiver Request to Continue Operating as a Title I Schoolwide Program for the Fiscal Year 2018-19

13. Acceptance of Gifts

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

MINUTES: May 1, 2018 – Regular Board Meeting

REPORTS FROM THE BOARD

Mr. Sahakian thanked Ms. Nahabedian and congratulated Mr. Krikorian. He thanked the GHS Armenian Club for inviting him to speak at the Genocide Commemoration. It has been a historic week for both the Armenians and Koreans. It has been a time of great uncertainly, but a time of great hope. He requested that term limits be on the next agenda. He brings this up because at a CSBA meeting, he met a board member who has served for 25 year. His first instinct was how admirable to be committed to students. However, he later thought it was unhealthy for someone to serve on the Board for that long. The day he was elected, the city presented to the voters Measure L, term limits of 12 years for city council members. It passed with 85% of our residents voting yes. He believes term limits are a good idea for keeping a healthy democracy. He does not believe there is anything democratic in keeping our seats permanently. It is a good thing to bring new blood into the system. He requested we agendize this on May 15 and invite the city clerk to do a presentation. He hopes his colleagues will support term limits for school board members.

Dr. Gharpetian announced that Milanni Colapietro from Jefferson Elementary and Audrey Kim from Monte Vista Elementary won the "I Love My Neighborhood" poster contest sponsored by the Glendale Clean & Beautiful. A tree will be planted in their honor next year at their schools. She congratulated our CASPS awardees and the students honored by Adelante Latinos.

Ms. Nahabedian congratulated Mr. Krikorian and looks forward to a new year. She attended the CASPS event honoring our high performing students. It has been an interesting couple of weeks. Our Armenian and Korean communities are hopeful for more justice and freedom. She is curious of the idea of term limits. It has been a fabulous twelve months for her to work with everyone and expressed her thanks.

Mrs. Freemon was at the Hometown Country Fair in La Crescenta where they honored our first responders in the community. They were able to express their appreciation to them. She is curious of looking at term limits, as well.

Mr. Krikorian said he welcomes any agenda items from the Board. It is a valid topic and will consider a timeline for the discussion. At our next board meeting, we will be addressing Board priorities. Moving forward, he thanked his colleagues for their support. He wished all the mothers a Happy Mothers' Day.

REPORT FROM THE SUPERINTENDENT

Mr. Roberson said that tomorrow he would be visiting classrooms at Valley View Elementary to observed restorative practices being applied. At the last principals' meeting, Everfi presented information on financial literacy. Tomorrow is a LCAP meeting. We sent out information to our parents and community members of the meeting and informed them they could provide feedback online, if they are not able to attend.

ADJOURNMENT

There being no further business, President Krikorian adjourned the meeting at 9:36 p.m.

_____	_____
Gregory S. Krikorian	Dr. Armina Gharpetian
President, Board of Education	Clerk, Board of Education

Board of Education Minutes - Regular Meeting, May 1, 2018
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CERTIFICATED PERSONNEL REPORT NO. 18

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. 18

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

		Position	Effective Dates And Salary Rate
Extension of Maternity Leave of Absence			
1.	Debel, Maya	Teacher, Regular Math Crescenta Valley High School	3/05/18 through 5/11/18
Child Care Leave of Absence			
1.	Debellis, Theresa	Teacher, Regular 5th/6th Grade Verdugo Woodlands ES	8/20/18 through 6/12/19
Change of Parental Leave of Absence			
1.	Lescher, Whitney	Teacher, Regular Transitional Kindergarten Marshall Elementary	3/16/18 through 5/25/18
Health Leave of Absence			
1.	Fink, Sandra	Teacher, Regular Physical Education Wilson Middle School	5/09/18 through 7/31/18

		Position	Effective Dates And Salary Rate
Health Leave of Absence (Cont.)			
2.	Goff, Emily	Teacher, Regular Art Daily High School	5/01/18 through 5/30/18
Family & Medical Leave of Absence			
1.	Fink, Sandra	Teacher, Regular Physical Education Wilson Middle School	5/09/18 through 7/31/18
2.	Goff, Emily	Teacher, Regular Art Daily High School	5/01/18 through 5/30/18
Extension of Family & Medical Leave of Absence			
1.	Debel, Maya	Teacher, Regular Math Crescenta Valley High School	3/05/18 through 5/11/18
General Purpose Leave			
1.	Beurekjian, Sona	Teacher, Regular 2nd Grade Mann Elementary	8/20/18 through 6/12/19
Opportunity Leave of Absence			
1.	Chui, Derek	Teacher, Regular 6th Grade Math/Science Toll Middle School	8/20/18 through 6/12/19
2.	Pomonis, Mary Anna	Teacher, Regular Art Hoover High School	8/20/18 through 6/12/19

		Position	Effective Dates And Salary Rate
Additional Assignment			
1.	Vessella, Teresa M.	Teacher, as needed, to work with student on Capdots Special Education	3/01/18 through 6/06/18 Hourly rate of pay Not to exceed 55 hours Special Education – SAI Core 01.0 65000.0 57707 11200 1130 0000600

Certification Authorization

1. Pursuant to Education Code Section 44256(b), authorization is requested for the following certificated employees to teach in another area through the completion of twelve semester hours of coursework, or six semester hours of upper division/graduate work in the subject area to be taught. (Multiple Subjects)

NAME	SUBJECT	SCHOOL
Trinidad, Ryan Edgar	Math	Toll Middle School

Election Hourly/Daily

1.	Bokor, Antonella Bowers, Rebecca (EEELP) Dorian, Jasmen (EEELP) Gappinger, Jennifer	Substitute teachers, as needed	4/01/18 through 7/15/18 $165.00 per day 01.0 00000.0 19004 10000 1160 0004615
2.	Espinoza, Sandra Weaver, Elizabeth	Teacher Specialist and Teacher, as needed, to provide training to T & L to deliver training to summer school teachers on English Essentials Summer School Curriculum Categorical Programs	4/26/18 through 6/30/18 $27.00 per hour Not to exceed $500.00 total Title II 01.0 40352.0 11100 10000 1130 0000673

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
3.	Sepulveda, Martha (GHS) Contreras, Andrea (Hoover) Otten, Caitlin (Hoover) Kamiya, Randall (Roosevelt) Reyes, Sandra (Roosevelt)	Teachers, as needed, to supervise students at the Adelante Mujer Latina Conference at Pasadena City College. Educational Services Secondary	4/21/18 $30.00 per hour Not to exceed 9 hours each Educational Services Secondary 01.0 00000.0 11303 10000 1130 0005616
4.	Axelgard, Christian Black, David Blattner, Charles F. Dale, Frank Davarhanian, Patrick Davis, Christopher Davis, Jennifer Day-Blattner, Alex Der Gevorkian, Narbeh Doom, Nicholas Evans, Dominique Ghavam, Amir Gruss, Gerald Guarino, Maral Hatsell, Carol Hutchinson, Breanna Khachatryan, Narine Khodagulyan, Armond Krupnak, Natasha Kursinski, Eric Marcucci, Victoria McGrath, Diana Melville, Julie Mikaelian, Ani Mikaelian, Armineh Newcomer, Susan O'Gara, Melissa Ohanian, Erebuni	Teachers, as needed, to provide extra instructional focus on literacy skills at Clark Magnet High School	12/01/17 through 6/06/18 $30.00 per hour Not to exceed $10,000.00 total 01.0 30100.0 11100 10000 1130 0900000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
4.	Orrantia, Joseph Paronikyan, Yeranui Pruitt, Conrad Reinhard, Anne Sajjadieh, Stephanie Sanzo, Judy Schmit, Tinky Snodgress, Elaine Stroup, Matthew Vardanyan, Armineh Vartanian, Lilit Witler, Esther Woods, Geoffrey Yahiayan, Hrant Zamlich, Gregory		
5.	Monte Vista Hong, Sunny Kim, Eun Joo Keppel Sim, Soo Hyun Youn, Darae	Teachers, as needed, to work on the Korean Language Arts curriculum for first grade and kinder	6/11/18 through 6/29/18 Daily substitute rate of pay Not to exceed 3 days each FLAG Support Program 01.0 000000.0 00000 21004 1130 0008682
6.	Monte Vista Hong, Sunny Kim, Eun Joo Keppel Sim, Soo Hyun Youn, Darae	Teachers, as needed, to work on the Korean Language Arts curriculum for first grade and kinder	7/02/18 through 8/17/18 Daily substitute rate of pay Not to exceed 3 days each FLAG Support Program 01.0 000000.0 00000 21004 1130 0008682
7.	Morgan, Jessica Patton, Tara Ryder, Kelley	Teacher, as needed, to coordinate Talent Show for parent evening performance. Fremont Elementary	5/17/18 $30.00 per hour Not to exceed 2 hours each Donation account 01.0 95100.0 11100 10000 1130 2800000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
8.		Extra-Curricular Assignments	Spring Semester 2017-18
		HOOVER HIGH SCHOOL	
	Akopyan, Vahe	Swim (Head) – Girls	
	Andrade, Claudio	Track (Asst.) – Girls	
	Arreola, Leslie	Softball (JV/Asst.) – Girls	
	Cohen, Debra	Tennis (JV/Asst.) – Boys	
	Dipetta, Don	Baseball (Head) – Boys	
	Flores, Edgar	Track (Asst.) – Boys	
	Henning, Richard	Softball (Head) – Girls	
	Kennedy, Omar	Swim (Asst.) – Boys	
	Lissebeck, Debra	Tennis (Head) – Boys	
	Owens, Dame	Track (Head) – Girls	
	Seranian, Daniel	Volleyball (Head) – Boys	
	Toscano, Oscar	Volleyball (JV/Asst.) – Boys	
	Van Patten, John	Athletic Coordinator – Girls Athletic Coordinator – Boys	
	Walker, Austin	Baseball (JV/Asst.) – Boys	
	Watson, Stanley	Track (Head) – Boys	
	Witt, Kevin	Swim (Head) – Boys	
9.	Altobelli, Kelly Dall, Jennifer Emmett, RaeEtta Espinoza, Sandra Kerr, Karen Kleinberg, Sarah Markarian, Kathy Mooser, Tania Mouradian, Sirvart Rios, Wendy Robertson, Lynde Shahverdian, Estine	Teachers, Teacher Specialists and Counselors needed to meet and work on the EL Task Force Categorical Programs	5/07/18 through 6/30/18 $33.00 per hour Not to exceed $3,000.00 Title III EL Program 01.0 42030.0 47600 10000 1130 0000673

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
10.	Bowers, Rebecca Dorian, Jasmin	Substitute teachers, as needed, for Early Education & Extended Learning Programs.	4/26/18 through 6/30/18 $165.00 per day Not to exceed 100 days Child Development Activities 12.0 50251.0 85000 10000 1160 0000671 Self-Supporting Combined 01.0 91500.0 85000 10000 1160 0000671 Child Development Activities 12.0 61051.0 85000 10000 1160 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1160 0000671 State Preschool 12.0 61050.0 85000 10000 1160 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1160 0000671 Self-Support Preschool 01.0 91300.0 85000 10000 1160 0000671 California State Preschool 12.0 61052.0 85000 10000 1160 0000671
11.	Barrientos, Melvin (Roosevelt)	Counselor, as needed, to supervise students at Adelante Mujer Latina Conference at Pasadena City College Educational Services	4/21/18 $250.00 per day Not to exceed one day Educational Services Secondary 01.0 00000.0 00000 31101 1232 0004682

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
12.	Myles, Sally	Teacher Specialist, as needed, to assist in the preparation and submission of Tobacco Use Prevention Education (TUPE) grant annual online report Student Support Services	6/01/18 through 6/30/18 Daily rate of pay Not to exceed 3 days total Violence Prevention 01.0 00000.0 11309 10000 1130 0002682
13.	Zamlich, Gregory	Teacher, Regular Photography Clark Magnet HS	4/10/18 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 1100 0900000
Transportation Authorization			
1.	Kim, Peter Mendoza, David	Teachers, as needed, for the Athletic Programs Crescenta Valley HS	7/01/18 through 6/30/19 Not to exceed 53.5 cents per mile Athletic Programs 01.0 00000.0 15003 42000 5210 0000600

		Position	Effective Dates And Salary Rate
Revision to Previous Personnel Report			
1.	Revision to Board Report No. 2, August 15, 2017		
	Page 16, Item 6		
	Various names	Teachers, as needed, for afterschool activities and end of the year planning Rosemont Middle School	8/01/17 through 6/30/18 $27.00 per hour to plan $30.00 per hour to teach $33.00 per hour to teach adults Not to exceed $15,000 Supplemental 01.0 01000.0 11100 10000 1130 0600000
	Increase amount to read:		Not to exceed $16,500.00 total
2.	Revision to Board Report No. 17, May 1, 2018		
	Page 3, Item 1		
	Melikian, Melany Sparling, Benjamin	Teachers, as needed, for after school tutoring. Categorical Programs.	4/01/18 through 6/30/18 $27.00 per hour for prep time $30.00 per hour for tutoring Not to exceed $5,000.00 total RSI Program 01.0 42161.0 11100 10000 1130 0000673
	Add the following names: Belou, Natasha Bretz, Christa		
Personal Services Agreement			
1.	Bravo, Ilse	Consultant, as needed, to provide individual counseling, assessments and IEP services for Special Education and Section 504 students	5/01/18 through 6/30/18 $60.00 per hour Not to exceed $15,000.00 Special Education 01.0 65120.0 50011 21000 5811 0000600

		Position	Effective Dates And Salary Rate
Personal Services Agreement (Cont.)			
2.	Coy, David Bruce	Consultant, as needed, to participate at ELPAC trainings and provide EL assessment at various school sites Assessment & Evaluation	5/01/18 through 6/30/18 Not to exceed $3,000.00 total Assessment & Evaluation 01.0 00000.0 00000 31603 5811 0004616
3.	Schnee, Karen	Consultant, as needed, to provide speech/language assessments and IEP services to Special Education students	4/26/18 through 6/30/18 $3,500.00 per each assessment. Not to exceed $5,000.00 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 Ms. Jaclyn Scott, Principal, Mountain Avenue Elementary School, to attend the "DIBELS 2018 Super Institute" to be held at Luxor Hotel in Las Vegas, Nevada, from July 9, through July 12, 2018, with all necessary expenses, including food, to be paid from Educational Services funds, not to exceed $2,000.00 total.

Educational Services
01.0 00000.0 00000 71001 5220 0007616

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CLASSIFIED PERSONNEL REPORT NO. 17

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. 17

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

	Location	Months/Hours, and Salary Rating
Medical Leave of Absence		
1. Cafeteria Worker I Sokazi, Violet	Clark	04/20/18 through 05/04/18
2. Cafeteria Worker II Kaziloghli, Souzan	Dunsmore	03/30/18 through 05/01/18
Extension of Medical Leave of Absence		
1. Job Developer/Coach Schleifstein, Natalie	SELPA	02/20/18 through 05/18/18
2. Cafeteria Worker I Marcar, Medik	Cloud	12/11/17 through 09/02/18
3. Education Assistant II Warner, Isabelle	Hoover	03/08/18 through 04/30/18

	Location	Effective Dates, Months/Hours, and Salary Rating
Extension of Family & Medical Leave of Absence		
1. Job Developer/Coach		
Schleifstein, Natalie	SELPA	02/20/18 through 05/18/18
Change of Maternity Leave of Absence		
1. Behavior Intervention Assistant		
Almodovar, Janey	Special Education	01/22/18 through 03/18/18
Change of Parental Leave of Absence		
1. Behavior Intervention Assistant		
Almodovar, Janey	Special Education	03/19/18 through 06/08/18
Military Leave of Absence		
1. Assistant Director, Facility & Support Operations		
Jones, Keith	FASO	04/28/18 through 05/11/18

	Location	Effective Dates, Months/Hours, and Salary Rating
Election from Eligibility List		
1. Account Clerk I Kang, Daniel	Roosevelt	05/07/18; 11/8; 13-1 01.0 00000.0 19025 41000 2410 0500000
2. Administrative Secretary Hagopian, Araksi	Cerritos	05/21/18; 10.5/8; 21-1 01.0 00000.0 00000 27004 2410 2200000
3. Custodial Supervisor Meza, Matthew	Hoover	05/14/18; 12/8; 25-4 01.0 00000.0 00000 81006 2211 0300000
4. Senior Administrative Secretary Sarkissian, Vetina	Student Services	05/21/18; 12/8; 25-5 01.0 00000.0 00000 31301 2410 0007682
Reclassification		
1. Custodial Supervisor Enriquez, Richard	Administration From Custodian II 16-8	04/24/18; 12/8; 25-5 01.0 00000.0 00000 81006 2211 0000640

	Location	Effective Dates, Months/Hours, and Salary Rating

Additional Assignment Temporary - At Established Rate of Pay

1. Account Clerk III

Seyfi, Amy	Crescenta Valley	07/01/18 through 08/18/18 Not to exceed $900.00 01.0 00000.0 15002 42000 2430 0100000

2. Assistant Physically Handicapped

Flores, Edgar	Glendale	05/05/18 Not to exceed 6.5 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600
Heakes, Sandra Namwong, Yoksi Telimyan, Knarik	Special Education	04/28/18 Not to exceed 2 hours, each Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600

3. Assistant Physically Handicapped - Substitute

Torres, Peter	Special Education	04/28/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600

4. Behavior Intervention Assistant

Olmedo, Elizabeth	Special Education	04/28/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600

5. Clerk II

Perez, Beatriz	Educational Services	04/21/18 Not to exceed 9 hours Ed Services Secondary 01.0 00000 11303 10000 1130 0005616

	Location	Effective Dates, Months/Hours, and Salary Rating

Additional Assignment Temporary - At Established Rate of Pay

6. Education Assistant II

Barbar, Marie Claire Morrow, Lisbeth Olmedo, Norma	Special Education	04/28/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600
Medina, Alberto	Glendale	01/08/18 through 06/06/18 Not to exceed $977.00 Title III - EL 01.0 42030 11100 10000 2130 0200673

7. Education Assistant - Intensive Support

Bedroussian, Patricia De Simone, Lorianne Gardner, Stacey Snkhchyan, Angine Trinidad, Teresita	Special Education	04/28/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600
Tellez, Pedro	Glenoaks	05/02/18 through 05/03/18 Not to exceed 4 hours Special Education-S&C-EAIS-General Fund 01.0 05000.0 57707 11200 2130 0000600
Valerio, Joseph	Dunsmore	05/14/18 through 05/18/18 Not to exceed 8 hours Special Education-S&C-EAIS-General Fund 01.0 05000.0 57707 11200 2130 0000600

8. Education Assistant - Intensive Support Substitute

Franquez, Maria	Special Education	04/28/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600

	Location	Effective Dates, Months/Hours, and Salary Rating

Additional Assignment Temporary - At Established Rate of Pay

9. Typist Clerk II

Angulo, Sandra	Roosevelt	06/11/18 through 07/13/18 Not to exceed $1,800.00 total Summer School Fund 01.0 02000.0 00000 27001 2430 0006682

10. Typist Clerk III

Hlavaty, Judy	Daily	07/02/18 through 07/09/18 Not to exceed 40 hours total Summer School Fund 01.0 02000.0 00000 27001 2430 0006682
Hlavaty, Judy	Daily	07/10/18 through 07/31/18 Not to exceed 16 days, 8 hours a day Daily High School 01.0 00000.0 00000 27004 2430 0400000
Stefun, Susan	Rosemont	07/01/18 through 07/13/18 Not to exceed $1,800.00 total 01.0 02000.0 00000 27001 2430 0006682

Additional Compensation

1. The following Occupational Therapist qualifies to receive the Doctoral Degree stipend of $200.00 per month effective 05/01/18:

Skye, Roberts	Special Education Department

	Location	Effective Dates, Months/Hours, and Salary Rating

Change of Assignment

1. Change of Location

a. Custodian I

Lepe, Brandon	Cloud From FASO	05/01/18 01.0 00000.0 00000 81006 2211 0000640

b. Typist Clerk II

Atiga, Melba	Crescenta Valley From Mountain Avenue	08/30/17 01.0 00000.0 00000 27004 2410 0100000

c. Senior Administrative Secretary

Kakosian, Sosi	Daily From Student Support Services	04/16/18 01.0 00000.0 00000 27004 2410 0400000

2. Provisional Assignment

a. Buyer

Amirkhani, Hermik	Procurement & Contract Services From Typist Clerk III, 16-18	05/01/18 through 05/31/18 8 hours a day 32-1 01.0 00000.0 00000 72006 2410 0000685
Sievert, Maria	Procurement & Contract Services From Typist Clerk III, 16-18	05/01/18 through 05/31/18 8 hours a day 32-1 01.0 00000.0 00000 72006 2410 0000685

	Location	Effective Dates, Months/Hours, and Salary Rating

Change of Assignment - Continued

2. Provisional Assignment - Continued

b. Cafeteria Worker II

Matousian, Vartouhi	Various	04/12/18
	From Cafeteria	04/16/18 through 04/17/18
	Worker I,	04/25/18 through 05/04/18
	1-8	6.5 hours a day
		4-8
		13.0 53100.0 00000 37000 2212 0300000

c. Custodial Supervisor

Sosa, Eduardo	FASO	03/31/18 through 05/07/18
	From Custodian I,	8 hours a day
	11-8	25-2
		01.0 00000.0 00000 81006 2211 0300000

d. Nutrition Services Driver

Sardari, Hasmik	Nutrition Services	04/02/18 through 04/04/18
	From Cafeteria	04/10/18 through 04/16/18
	Worker I,	8 hours a day
	1-8	12-4
		13.0 53100.0 00000 37000 2212 0300000

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports

1. Revision to Board Report #16, May 1, 2018

   Page 5, Item 1

   Additional Assignment Temporary - At Established Rate of Pay

   Education Assistant Intensive Support

Puranan, Sara	Special Education	05/01/18 through 05/03/18 Not to exceed 6 hours Special Education-S&C-EAIS-General Fund 01.0 05000.0 11100 10000 2130 0000600
Change account number to read:		01.0 05000.0 57707 11200 2130 0000600

2. Revision to Board Report #15, April 17, 2018

   Page 3, Item 3

   Change of Assignment

   Increase in Months

   Clerk III

Davidian-Zarneh, Armine	Wilson From 11.5/8	07/01/18; 12/8 01.0 00000.0 00000 27004 2410 0800000
Change effective date to read:		07/01/17

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports - Continued

3. Revision to Board Report #15, April 17, 2018

Page 6, Item 5

Provisional Assignments

Cafeteria Worker II

Amigon, Marisela	Dunsmore	04/09/18 through 04/30/18
	From Cafeteria	6.5 hours a day
	Worker I, 1-5	4-5
		13.0 53100.0 00000 37000 2212 0100000

Change dates to read: 04/09/18 through 05/01/18

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports - Continued

4. Revision to Board Report #5, October 3, 2017

Page 14, Item 2

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

Noon Duty Aide		
Davoudi, Nora	Jefferson	08/14/17 through 06/07/18
Davoudi, Shirin		$10.75 per hour
Ordubegian, Marita		Not to exceed $7,000.00 total
Margarian, Carolin		Supplemental Program
Krikorian, Anoush		01.0 01000.0 11100 10000 2930 3000000
Mehrabi, Melina		
Moradyan, Marine		
Nercessian-Katalaris, Maro		
Arakelian, Alvart		
Hernandez-Montague, Sofia		
Mercado, Nancy		
Davtyan, Anush		

Add names to read:

Sinany, Manoosh
Martirosyan, Khatun
Hakobyan, Arpik

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports - Continued

5. Revision to Board Report #3, September 5, 2017

Page 18, Item 2

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18 - Continued

Noon Duty Aide		
Abdalian, Anita	Mann	08/16/17 through 06/06/18
Akoob, Rita		$10.75 per hour
Barrera, Paola		01.0 00000.0 19021 10000 2930 3500000
Dembekjian, Seta		
Fonseca, Liliana		
Garabedian, Ayda		
Gomez, Maria		
Guera, Daisy		
Guerra, Mayra		
Hernandez, Natalia		
Khachaturian, Carmen		
Kumar, Reena		
Ramirez, Misael		
Rosas, Ocalin		
Salazar, Maria		
Vartan, Roubina		

Add name to read: Munoz, Sandra

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports - Continued

6. Revision to Board Report #3, September 5, 2017

Page 17, Item 2

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18 - Continued

Noon Duty Aide		
Abdalian, Anita	Mann	08/16/17 through 06/06/18
Akoob, Rita		$10.75 per hour
Barrera, Paola		13.0 53100.0 00000 37000 2235 0000662
Dembekjian, Seta		
Fonseca, Liliana		
Garabedian, Ayda		
Gomez, Maria		
Guera, Daisy		
Guerra, Mayra		
Hernandez, Natalia		
Khachaturian, Carmen		
Kumar, Reena		
Ramirez, Misael		
Rosas, Ocalin		
Salazar, Maria		
Vartan, Roubina		

Add name to read: Munoz, Sandra

	Location	Effective Dates, Months/Hours, and Salary Rating

Revisions to Previous Board Reports - Continued

7. Revision to Board Report #3, September 5, 2017

Page 18, Item 2

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18 - Continued

Noon Duty Aide		
Abdalian, Anita	Mann	08/16/17 through 06/06/18
Akoob, Rita		$10.75 per hour
Barrera, Paola		01.0 01000.0 11100 10000 2930 3500000
Dembekjian, Seta		
Fonseca, Liliana		
Garabedian, Ayda		
Gomez, Maria		
Guera, Daisy		
Guerra, Mayra		
Hernandez, Natalia		
Khachaturian, Carmen		
Kumar, Reena		
Ramirez, Misael		
Rosas, Ocalin		
Salazar, Maria		
Vartan, Roubina		

Add name to read: Munoz, Sandra

		Location	Effective Dates, Months/Hours, and Salary Rating

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

1. Student Assistant I
   Kiely, Kevin — SELPA — 04/1718 through 06/30/18
   $11.00
   Not to exceed 100 hours
   01.0 65200.0 57700 11100 2180 0000668

Personal Services Agreement

1. Hee Eun Lee — Consultant, as needed to provide lessons in the art of Korean rice cake making to FLAG Korean classes at Toll Middle School — 04/17/18 through 05/31/18
   Not to exceed $564.00 total
   Toll FLAG Korean Donation
   01.0 94382.0 11100 10000 5811 0000611

2. Kenyon, Brian — Consultant, as needed to paint Mural at John Muir Elementary School — 05/01/18 through 06/15/18
   Not to exceed $2,500.00 total
   01.0 95100.0 11100 10000 5811 4000000

Authorization

1. 2018-2019 Indefinite Salaries

   As a result of financial uncertainties, negotiations, legislation and other factors, the governing board hereby declares that all classified management, confidential, and other unrepresented employee salaries are declared indefinite from July 1, 2018 through June 30, 2019.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

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 May 1, 2018 – May 10, 2018 as shown below totaling $9,148,356.09, and "B" Form (Other than Payroll Warrants) issued April 1 - 30, 2018, totaling $14,684,448.00, be approved. Funding for Form "A" Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, and 25.0 Capital Facilities Fund.

REGISTERED NUMBER	WARRANT NUMBER			DESCRIPTION		AMOUNT
C1J-C	5663563	-	5663628	Certificated	$	7,129,573.21
117-C	5664613	-	5664614	Certificated		(2,881.09)
117-N	5664615	-	5664617	Classified		7,834.29
C5J-C	5667253	-	5667335	Certificated		672,740.65
C5J-N	5667336	-	5667342	Classified		11,086.04
122-C	5669847	-	5669849	Certificated		812.02
124-C	5670182	-	5670182	Certificated		187.63
124-N	5670183	-	5670183	Classified		334.62
E4T-N	5671394	-	5671510	Classified		1,326,565.67
127-C	5677200	-	5677201	Certificated		1,601.17
127-N	5677202	-	5677202	Classified		501.88
				TOTAL	**$**	**9,148,356.09**

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2018

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	1.0 GENERAL FUND		
3932	OTHER DISTRICT PAID BENEFITS	4	1,655.74
4110	TEXTBOOKS	2	4,669.49
4210	BOOKS & OTHER REFERENCE MATERIAL	10	5,269.72
4310	INST. MATERIALS & SUPPLIES	802	174,308.70
4312	INST. PERIODICALS & MAGAZINES	3	677.41
4317	COMMENCEMENT	3	2,095.52
4350	OFFICE & OTHER SUPPLIES	284	39,141.79
4351	PRINTING & REPRODUCTION	16	12,182.54
4353	EDIBLE SUPPLIES	104	14,389.01
4360	TIRES, FUEL AND OIL	7	11,992.30
4370	CUSTODIAL/OPERATION SUPPLIES	93	10,428.74
4371	GROUNDS SUPPLIES	2	479.06
4372	POOL SUPPLIES	11	3,764.19
4380	MAINTENANCE SUPPLIES	14	7,201.24
4381	REPAIR SUPPLY & MATERIALS	122	76,861.31
4420	NON-CAP EQUIP -UNTAGGED	171	424,762.22
4430	NON-CAP EQUIP - TAGGED	42	40,956.34
5100	SUBAGREEMENT FOR SERVICES	4	24,744.66
5210	MILEAGE & CAR ALLOWANCES	56	5,403.40
5220	TRAVEL AND CONFERENCES	152	84,750.46
5230	RECRUITMENT EXPENSES	1	500.00
5310	DUES AND MEMEBERSHIPS	1	200.00
5450	OTHER INSURANCE	1	366.00
5510	NATURAL GAS SERVICES	6	26,398.72
5520	ELECTRICITY SERVICES	39	245,293.97
5530	WATER	42	43,006.14
5561	TRASH DISPOSAL	3	9,646.98
5562	SEWER CHARGES	38	20,136.51
5610	RENTALS, LEASES AND REPAIRS	53	90,927.29
5630	REPAIRS	108	39,636.15
5804	NON-PUBLIC SCHOOL	32	293,246.52
5811	PERSONAL SERVICES	68	107,069.43
5812	NON-PSA SERVICE AGREEMENT	38	377,668.05
5813	UNIFORM SERVICES	2	3,098.14
5814	TRANSPORTATION	12	6,605.44
5815	OPERATING SERVICES	126	1,167,024.23
5816	NON-PUBLIC SCHOOL SERVICES	98	387,309.36
5821	LEGAL FEES	10	43,536.73
5823	SPEC ED LEGAL SETTLEMENTS	3	2,981.58
5852	NON-INSTRUCTIONAL, CONSULTANTS	9	79,448.93
5853	CONTRACTUAL SERVICES	1	1,402.60
5862	PHYSICALS FOR EMPLOYEES	7	3,314.17
5911	POSTAGE/UPS/FEDEX	10	1,552.88

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2018

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5912	TELEPHONE	12	32,762.21
5914	DATA LINE	1	32.49
5916	OTHER PHONES	5	6,836.00
6250	BUILDING CONSTRUCTION/IMPROV	4	4,274.88
6490	CAPITALIZED EQUIPMENT	17	58,987.44
7141	TUITION, EXS CST, SCH DIST	1	12,223.51
9530	FRINGE BENEFITS SUBS - H&W	4	2,735,378.77
9552	USE TAX PAYABLE	68	2,391.28
9601	EMPLOYEE FINAL PAY LIABILITY	2	802.31
		2,724	6,749,792.55
	10.0 SELPA PASS THROUGH FUND		
7211	TFR OF PMNTS-THRGH REV TO DIST	4	1,049,015.00
		4	1,049,015.00
	12.0 CHILD DEVELOPMENT FUND		
4310	INST. MATERIALS & SUPPLIES	19	12,084.63
4350	OFFICE & OTHER SUPPLIES	16	2,309.56
4353	EDIBLE SUPPLIES	12	1,661.15
4370	CUSTODIAL/OPERATION SUPPLIES	6	643.67
4420	NON-CAP EQUIP -UNTAGGED	7	2,059.96
5210	MILEAGE & CAR ALLOWANCES	8	461.74
5220	TRAVEL AND CONFERENCES	3	432.72
5815	OPERATING SERVICES	1	3,960.00
5916	OTHER PHONES	1	36.07
8673	CHILD DEVELOPMENT PARENT FEES	1	317.00
		74	23,966.50
	13.0 CAFETERIA FUND		
4350	OFFICE & OTHER SUPPLIES	11	843.01
4360	TIRES, FUEL AND OIL	3	961.75
4380	MAINTENANCE SUPPLIES	5	957.44
4381	REPAIR SUPPLY & MATERIALS	1	13.49
4395	NON-FOOD SUPPLIES	5	20,552.43
4420	NON-CAP EQUIP -UNTAGGED	5	938.72
4430	NON-CAP EQUIP - TAGGED	2	3,569.70
4710	FOOD	84	310,325.68
5210	MILEAGE & CAR ALLOWANCES	2	245.85
5563	PEST CONTROL	2	333.03

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2018

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5610	RENTALS, LEASES AND REPAIRS	4	7,623.18
5815	OPERATING SERVICES	15	11,456.17
5817	MONEY PICK-UPS	1	3,078.00
5916	OTHER PHONES	1	149.96
6490	CAPITALIZED EQUIPMENT	1	6,664.75
9551	SALES TAX PAYABLE	1	681.97
9552	USE TAX PAYABLE	1	11.09
		144	368,406.22
	21.1 MEASURE S PROJECTS FUND		
4350	OFFICE & OTHER SUPPLIES	5	130.66
4420	NON-CAP EQUIP -UNTAGGED	5	244.19
4430	NON-CAP EQUIP - TAGGED	2	56,592.98
5210	MILEAGE & CAR ALLOWANCES	1	460.55
5220	TRAVEL AND CONFERENCES	2	1,225.34
5311	CERTIFICATES AND LICENSES	1	250.00
5590	OPERATIONS & OTH HOUSEKEEPING	2	120.01
5610	RENTALS, LEASES AND REPAIRS	3	486.57
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	283.75
6210	ARCHITECT FEES ON BUILDINGS	9	54,465.62
6227	FEES-FIRE DEPT.	1	348.21
6231	DSA PLAN CHECK FEES	5	44,203.47
6250	BUILDING CONSTRUCTION/IMPROV	15	1,887,251.06
6252	OTHER CONSTRUCTION	20	120,167.95
6275	CONST TSTNG ON BLDNGS & IMPROV	8	20,831.35
6280	BUILDING INSPECTIONS	8	80,736.75
6282	MOVING-STORAGE	17	14,600.68
6283	OTHER COST-FURNITURE & FIXTURE	2	33,086.43
6294	ADVERTISEMENTS & NOTICES	10	3,800.34
6450	CMPTRS & OTHER CMPTR HARDWARE	2	32,923.31
6455	DATA/CABLING	3	15,094.00
6490	CAPITALIZED EQUIPMENT	3	197,500.26
9552	USE TAX PAYABLE	1	6.73
		126	2,564,810.21
	21.2 CLEAN RENEWABLE ENERGY BONDS		
6250	BUILDING CONSTRUCTION/IMPROV	9	1,798,209.53
		9	1,798,209.53

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2018

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	25.0 CAPITAL FACILITIES FUND		
6252	OTHER CONSTRUCTION	2	4,112.78
		2	4,112.78
	40.1 SPEC RESERVE - CAPITAL PROJECTS		
5520	ELECTRICITY SERVICES	2	434.77
5530	WATER	1	596.09
5562	SEWER CHARGES	2	231.42
5610	RENTALS, LEASES AND REPAIRS	2	5,854.00
5630	REPAIRS	3	1,365.60
5815	OPERATING SERVICES	1	132.02
6210	ARCHITECT FEES ON BUILDINGS	3	4,445.13
6250	BUILDING CONSTRUCTION/IMPROV	5	13,109.60
6293	PRINTING & DISTRIBUTION	6	1,735.18
6294	ADVERTISEMENTS & NOTICES	4	1,055.00
		29	28,958.81
	67.0 SELF-INSURANCE FUND		
5872	DELTA ADMINISTRATIVE FEES	2	18,686.48
5873	VSP CLAIMS	6	24,436.50
5874	VSP ADMINISTRATIVE FEES	7	4,142.83
5875	DELTA PAYMENTS	1	294,801.45
5877	MEDIMPACT CLAIMS	2	9,351.03
5878	MEDIMPACT PAYMENTS	2	656,115.69
		20	1,007,533.98
	67.1 WORKERS' COMPENSATION FUND		
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	11,814.92
		1	11,814.92
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	158,972.28
		1	158,972.28

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2018

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	17	573,017.22
9518	TAX SHELTER ANNUITY	1	342,894.00
9588	ROTH IRA-LACOE USED ONLY	1	2,944.00
		19	918,855.22
	TOTALS	**3,153**	**$ 14,684,448.00**

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GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 5

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **PURCHASE ORDER LISTING**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling $1,958,737.14 for the period of April 16, 2018 through April 27, 2018 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM APRIL 16, 2018 THROUGH APRIL 27, 2018.

Funding Source	**Number of Purchase Orders**	**Amount**
UNRESTRICTED RESOURCES	124	860,302.29
FEDERAL RESTRICTED RESOURCES	30	168,971.21
STATE RESTRICTED RESOURCES	36	150,215.60
LOCAL RESTRICTED RESOURCES	104	90,256.55
CHILD DEVELOPMENT FUND	12	23,052.63
FOOD SERVICES FUND	5	6,961.25
MEASURE S PROJECTS FUND	23	595,109.33
DEVELOPER FEE FUND	1	236.37
CAPITAL PROJECTS & IMPROVEMENT FUND	3	62,462.21
MC LENNAN DONATIONS	1	1,169.70
TOTAL	**339**	**$ 1,958,737.14**

UNRESTRICTED RESOURCES

PO NUMBER	VENDOR	AMOUNT
0001010129	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,531.91
0001010131	CALIFORNIA NEWSPAPER SERVICE BUREAU INC.	75.00
0001010132	HOME DEPOT CREDIT SERVICES	546.41
0001016782	NAESP PEAP ACA ORDERS	151.64
0001016784	GLENDALE POLICE FOUNDATION	475.00
0001016786	CALIFORNIA TEACHERS ASSOCIATION	585.00
0001016790	COMPLETE BUSINESS SYSTEMS INSTRUCTIONAL SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	5,336.57
0001016791	MOBYMAX LLC	99.00
0001016792	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	505.65
0001016793	AUDIO ENHANCEMENT INC.	447.00
0001016794	OFFICE DEPOT	209.98
0001016795	MERIDIAN IT INC	50.55
0001016796	SCHOOL HEALTH CORP.	525.33
0001016797	SCHOOL HEALTH CORP.	488.20
0001016798	SAFETY BASICS & SUPPLY INC	310.64
0001016803	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - WILSON MIDDLE SCHOOL	1,300.42
0001016804	CLEAN SWEEP SUPPLY CO INC	546.41
0001016807	SOUTHWEST SCHOOL & OFFICE	196.26
0001016808	NJP SPORTS, INC	245.00
0001016809	ZANER-BLOSER	171.71
0001016810	S.O.S. SURVIVAL PRODUCTS EMERGENCY SUPPLIES - STUDENT SUPPORT SERVICES	1,249.73
0001016814	AMERICAN LOGISTICS COMPANY, LLC BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - SPECIAL EDUCATION	600,000.00
0001016815	DECKER EQUIPMENT/SCHOOL FIX	337.90
0001016816	DECKER EQUIPMENT/SCHOOL FIX	123.83
0001016817	OFFICE DEPOT	93.28
0001016825	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR SUPPLIES - EDISON ELEMENTARY SCHOOL	250.00
0001016826	SCHOOL SPECIALTY	750.00
0001016828	OFFICE DEPOT BLANKET PURCHASE ORDER FOR STATIONERY SUPPLIES - WILSON MIDDLE SCHOOL	3,500.00
0001016849	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	2,000.00
0001016855	SUPPLYWORKS	720.06
0001016861	LAWN MOWER CORNER	226.88
0001016866	V S TEES, INC	343.10
0001016873	VIRCO INC. SCHOOL FURNITURE - ROSEMONT MIDDLE SCHOOL	3,424.42

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016875	KRUEGER INTERNATIONAL, INC. SCHOOL FURNITURE - ROSEMONT MIDDLE SCHOOL	2,914.19
0001016877	SUPPLYWORKS	207.32
0001016878	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	1,778.50
0001016881	OFFICE DEPOT CLASSROOM EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	2,974.50
0001016885	CALIFORNIANS DEDICATED TO EDU FOUNDATION CONFERENCE EXPENSES - EDUCATIONAL SERVICES	3,000.00
0001016887	MAINTEX	140.18
0001016889	GRAINGER	120.00
0001016890	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - RD WHITE ELEMENTARY SCHOOL	87.60
0001016891	OFFICE DEPOT	98.68
0001016893	PHIL AND SONS TREE SERVICE	995.00
0001016897	ULINE SHIPPING SUPPLY	348.56
0001016898	ULINE SHIPPING SUPPLY	116.12
0001016900	AMERICAN EXPRESS CPS HALLOWEENCOSTUMES.COM - DRAMA INSTRUCTIONAL SUPPLIES - ROSEMONT MIDDLE SCHOOL	321.74
0001016901	AMERICAN EXPRESS CPS MICROSOFT STORE - COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	14,766.08
0001016906	ULINE SHIPPING SUPPLY	108.00
0001016907	GRAINGER	279.00
0001016909	EXPRESSMEDALS.COM OFFICE SUPPLIES - STUDENT SUPPORT SERVICES	1,043.48
0001016910	CRAIG CROTTY ARBOR CULTURE LLC	600.00
0001016911	BERENICE PERNALETE	450.00
0001016913	AMAZON CAPITAL SERVICES, INC. LIGHTING SUPPLIES - MARSHALL ELEMENTARY SCHOOL	112.74
0001016915	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - HEALTH SERVICES	147.78
0001016916	AMERICAN EXPRESS CPS ALLIED ELECTRONICS - BATTERY - FRANKLIN ELEMENTARY SCHOOL	62.31
0001016917	AMAZON CAPITAL SERVICES, INC. SOFTWARE - PUBLIC INFORMATION	65.68
0001016918	OFFICE DEPOT	209.98
0001016919	OFFICE DEPOT	209.98
0001016920	HOME DEPOT CREDIT SERVICES EMERGENCY SUPPLIES - BUSINESS SERVICES	1,487.80

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016921	OFFICE DEPOT	317.51
0001016922	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR EMERGENCY SUPPLIES - DAILY HIGH SCHOOL	389.27
0001016923	AMERICAN EXPRESS CPS WALMART.COM - INSTRUCTIONAL SUPPLIES - TOLL MIDDLE SCHOOL	385.09
0001016924	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - TOLL MIDDLE SCHOOL	38.31
0001016926	ORIENTAL TRADING INC.	84.19
0001016929	ACSA REGION XV	57.00
0001016944	COMPLETE BUSINESS SYSTEMS	399.50
0001016945	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - TOLL MIDDLE SCHOOL	214.00
0001016946	CHAMPION CHEMICAL COMPANY	508.71
0001016947	GALE SUPPLY COMPANY	90.60
0001016948	TRAFFIC SAFETY STORE	129.35
0001016950	SCHOOLDUDE.COM SOFTWARE MAINTENANCE SERVICE AGREEMENT - FACILITY & SUPPORT OPERATIONS	36,575.43
0001016963	O.H. LYNN PRINTING	81.03
0001016964	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL MATERIALS - MOUNTAIN AVENUE ELEMENTARY SCHOOL	566.06
0001016968	J & C BOOKS BOOKS - HOOVER HIGH SCHOOL	1,533.00
0001016969	CLEAN SWEEP SUPPLY CO INC	402.53
0001016973	SHI INTERNATIONAL CORP.	784.60
0001016974	OFFICE DEPOT	276.00
0001016979	STC INTERPRETING TRANSLATION SERVICES IN VARIOUS LANGUAGES AS NEEDED - CATEGORICAL PROGRAMS	4,000.00
0001016980	GRAINGER	139.50
0001016982	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	21.34
0001016983	MAINTEX CUSTODIAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	1,035.43
0001016984	OFFICE DEPOT COMPUTER EQUIPMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	21,863.45
0001016985	AMAZON CAPITAL SERVICES, INC. BOOKS - EDUCATIONAL SERVICES	13.26
0001016986	COMPLETE BUSINESS SYSTEMS	762.01
0001016991	CliftonLarsonAllen LLP AUDIT SERVICES - FINANCIAL SERVICES	20,625.00

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001017003	AIRGAS USA, LLC	975.17
0001017007	LOWE'S	56.85
0001017008	SUPPLYWORKS	830.45
0001017011	O.H. LYNN PRINTING	630.17
0001017012	PEDERSEN'S BAND INSTRUMENTS	293.66
0001017013	CHARLES MUSIC	142.87
0001017014	SIERRA ERGONOMICS, INC.	525.00
0001017017	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA	75.00
	LACOE - CONFERENCE EXPENSES - CLARK MAGNET HIGH SCHOOL	
0001017019	IVS COMPUTER TECHNOLOGY	4,358.77
	AUDIOVISUAL SUPPLIES - MANN ELEMENTARY SCHOOL	
0001017021	PPG ARCHITECTURAL COATINGS	255.08
0001017025	EVERBIND/MARCO BOOK BINDERY	5,055.62
	BOOKS - CRESCENTA VALLEY HIGH SCHOOL	
0001017032	FOLLETT SCHOOL SOLUTIONS, INC.	1,858.71
	BOOKS - EDUCATIONAL SERVICES	
0001017033	OFFICE DEPOT	3,360.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - MOUNTAIN AVENUE ELEMENTARY SCHOOL	
0001017034	O.H. LYNN PRINTING	243.09
0001017036	METAL CRAFT, INC.	404.16
0001017039	O.H. LYNN PRINTING	37.23
0001017041	MAINTEX	3,628.15
	CUSTODIAL SUPPLIES - FACILITY & SUPPORT OPERATIONS	
0001017044	TORO'S LAWNMOWER & GARDEN	160.57
0001017046	ULINE SHIPPING SUPPLY	5,526.39
	SAFETY SUPPLIES AND CUSTODIAL EQUIPMENT - FACILITY & SUPPORT OPERATIONS	
0001017048	AMAZON CAPITAL SERVICES, INC.	180.35
	AUDIOVISUAL SUPPLIES - EDISON ELEMENTARY SCHOOL	
0001017056	AMAZON CAPITAL SERVICES, INC.	310.76
	COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	
0001017058	SCHOOL SPECIALTY	3,043.75
	CLASSROOM EQUIPMENT - RD WHITE ELEMENTARY SCHOOL	
0001017069	GOLDEN STAR TECHNOLOGY INC.	745.00
0001017073	GALE SUPPLY COMPANY	254.40
0001017074	MONOPRICE INC.	179.70
0001017083	AMAZON CAPITAL SERVICES, INC.	958.80
	BOOKS - PACIFIC AVENUE EDUCATION CENTER	
0001017085	ABRIL BOOKSTORE & PUBLISHING	33,000.00
	BOOKS FOR FLAG PROGRAM AT RD WHITE AND JEFFERSON ELEMENTARY SCHOOLS - EDUCATIONAL SERVICES	

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001017086	MARK SCHMIDT	140.00
0001017087	AMERICAN GUARD SERVICES INC	200.00
0001017088	SCHOOL SPECIALTY INSTRUCTIONAL SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	1,120.00
0001017089	O.H. LYNN PRINTING	955.94
0001017090	OFFICE DEPOT BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - GLENDALE HIGH SCHOOL	4,500.00
0001017094	N P E INC	326.00
0001017095	ATKINSON, ANDELSON, LOYA, RUUD PROFESSIONAL SERVICES - EDUCATIONAL SERVICES	1,133.75
0001017101	MAINTEX	664.34
0001017108	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA OFFICE DEPOT - COMPUTER SUPPLIES - CATEGORICAL PROGRAMS	54.74
0001017110	AMAZON CAPITAL SERVICES, INC. COMPUTER EQUIPMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	2,299.50
001012625	CITY OF GLENDALE / ADMIN. SERV./FINANCE SALARY & BENEFITS OF TWO SCHOOL RESOURCE OFFICERS AT GLENDALE & HOOVER HIGH SCHOOLS - STUDENT SUPPORT SERVICES	30,850.00
1016339	MAINTEX	214.05
	TOTAL	860,302.29
	FEDERAL RESTRICTED RESOURCES	
0001016783	SOLUTION TREE CONFERENCE EXPENSES - WILSON MIDDLE SCHOOL	1,378.00
0001016785	SOLUTION TREE CONFERENCE EXPENSES - RD WHITE ELEMENTARY SCHOOL	1,378.00
0001016812	HOUGHTON MIFFLIN HARCOURT BLANKET PURCHASE ORDER FOR SUMMER SCHOOL INSTRUCTIONAL MATERIALS - CATEGORICAL PROGRAMS	40,653.61
0001016813	HOUGHTON MIFFLIN HARCOURT INSTRUCTIONAL SUPPLIES - CATEGORICAL PROGRAMS	3,629.60
0001016865	WESTERN PSYCHOLOGICAL SERVICES	139.00
0001016867	MHS, INC KAROL	139.07
0001016868	ANDERSON'S IT'S ELEMENTARY INSTRUCTIONAL SUPPLIES - MUIR ELEMENTARY SCHOOL	5,373.23
0001016869	FLAGHOUSE	19.66
0001016870	AMAZON CAPITAL SERVICES, INC. CLASSROOM EQUIPMENT - MUIR ELEMENTARY SCHOOL	1,066.09
0001016879	OFFICE DEPOT CLASSROOM EQUIPMENT - GLENDALE HIGH SCHOOL	1,487.25

FEDERAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016880	OFFICE DEPOT CLASSROOM EQUIPMENT - GLENDALE HIGH SCHOOL	1,487.25
0001016883	KIDSPACE CHILDREN'S MUSEUM	396.00
0001016903	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TAPEJUNGLE.COM - INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	105.99
0001016905	AMERICAN EXPRESS CPS SOUTHWEST AIRLINES - CONFERENCE EXPENSES - SPECIAL EDUCATION	850.06
0001016912	GOLDEN STAR TECHNOLOGY INC. SOFTWARE LICENSE - MUIR ELEMENTARY SCHOOL	2,780.35
0001016914	OFFICE DEPOT	812.73
0001016962	AMERICAN EXPRESS CPS CASLON PUBLISHING - BOOKS - CATEGORICAL PROGRAMS	89.68
0001016970	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL EQUIPMENT - BALBOA ELEMENTARY SCHOOL	108.41
0001016977	CALIFORNIA LEAGUE OF SCHOOLS	369.00
0001016978	AMERICAN EXPRESS CPS PESI - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	399.98
0001017065	SOLUTION TREE CONFERENCE EXPENSES - ROOSEVELT MIDDLE SCHOOL	4,683.00
0001017067	ASCA CONFERENCE	798.00
0001017068	LACOE - CIS, ECW 236	450.00
0001017092	VISUAL EDGE	390.00
0001017093	BURSCH, BRADLEY, M.D. PHYSICIAN TO OVERSEE THE NURSING CARE MEDICAL BILLING PROGRAM - SPECIAL EDUCATION, BOARD APPROVED 4/17/2018	1,000.00
0001017097	SHARP BUSINESS SYSTEMS	71.18
0001017098	GARIBIAN, LARA CONSULTANT TO PROVIDE THERAPY SESSIONS FOR AT-RISK STUDENTS - GLENDALE HIGH SCHOOL, BOARD APPROVED 4/17/2018	2,000.00
0001017099	HASTINGS, MARK CONSULTANT TO PROVIDE THERAPY SESSIONS FOR AT-RISK STUDENTS - GLENDALE HIGH SCHOOL, BOARD APPROVED 4/17/2018	3,000.00
1010546	RISE EDUCATIONAL SERVICES SERVICE CONTRACT TO DEVELOP AND DISSEMINATE COMMON CORE AND VISUAL & PERFORMING ARTS INTEGRATED UNITS OF STUDY - EDUCATIONAL SERVICES	16,875.00
1011021	MUSIC CENTER SERVICE CONTRACT TO DEVELOP AND DISSEMINATE COMMON CORE AND VISUAL & PERFORMING ARTS INTEGRATED UNITS OF STUDY - EDUCATIONAL SERVICES	77,041.07
	TOTAL	168,971.21

STATE RESTRICTED RESOURCES

PO NUMBER	VENDOR	AMOUNT
0001010135	S & S WORLDWIDE	172.92
0001016788	COAST ALUMINUM & ARCHITECTURAL	261.00
0001016799	IVS COMPUTER TECHNOLOGY	7,692.05
	EQUIPMENT AND LABOR TO INSTALL TELEVISIONS - GLENDALE HIGH SCHOOL	
0001016801	GALE SUPPLY COMPANY	482.19
0001016805	ADAPTIVE TECH SOLUTIONS	244.61
0001016806	HERBAL DETOX KIT.COM	2,660.86
	INSTRUCTIONAL MATERIALS - GLENDALE HIGH SCHOOL	
0001016820	MAINTEX	240.79
0001016823	LAKESHORE	165.00
0001016839	AMAZON CAPITAL SERVICES, INC.	480.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/FRANKLIN ELEMENTARY SCHOOL	
0001016848	SIR MICHAEL'S PARTY RENTALS	475.50
0001016871	AMAZON CAPITAL SERVICES, INC.	10.94
	AUDIOVISUAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	
0001016872	AMAZON CAPITAL SERVICES, INC.	109.48
	AUDIOVISUAL EQUIPMENT - MANN ELEMENTARY SCHOOL	
0001016882	CCSESA	1,000.00
	CONFERENCE EXPENSES - EDUCATIONAL SERVICES	
0001016892	ADVANTAGE MEDICAL	160.05
0001016896	AMERICAN RED CROSS	26.17
0001016943	ATTAINMENT COMPANY	130.31
0001016954	S & S WORLDWIDE	307.88
0001016961	S & S WORLDWIDE	90.89
0001016987	DICK BLICK ART MATERIALS	1,186.99
	INSTRUCTIONAL SUPPLIES - CLARK MAGNET HIGH SCHOOL	
0001016994	NEWMAN AARONSON VANAMAN	6,500.00
	PARENT REIMBURSEMENT - SPECIAL EDUCATION	
0001016997	FIRST STUDENT	610.18
0001016998	LA CANADA UNIFIED SCHOOL DISTRICT	4,350.90
	SALARIES & BENEFITS - FOOTHILL SELPA	
0001016999	BURBANK UNIFIED SCHOOL DIST	48.72
0001017000	SUNBELT STAFFING	4,379.50
	BRAILLE TRANSCRIBING SERVICES - FOOTHILL SELPA	
0001017030	L S & S, LLC	50.76
0001017049	BADGE A MINIT	510.14
0001017054	AMAZON CAPITAL SERVICES, INC.	24.04
	OFFICE SUPPLIES - SPECIAL EDUCATION	
0001017057	AMERICAN EXPRESS CPS	78.34
	INDUSTRIAL WEBBING CORPORATION - OFFICE SUPPLIES - COLLEGE VIEW SCHOOL	
0001017061	ARIN RAO	42,000.00
	PARENT REIMBURSEMENT - SPECIAL EDUCATION	

STATE RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001017062	DISNEYLAND RESORT FIELD TRIPS - ROOSEVELE MIDDLE SCHOOL	3,569.00
0001017064	ROCKSTAR RECRUITING SERVICE AGREEMENT TO PROVIDE STUDENT SUPPORT, INDIVIDUAL PSYCHOLOGICAL ASSESSMENTS & IEP SERVICES - SPECIAL EDUCATION	60,000.00
0001017077	HUMANWARE REPAIRS FOR BRAILLE NOTE TOUCH - FOOTHILL SELPA	1,262.26
0001017078	ATKINSON, ANDELSON, LOYA, RUUD PROFESSIONAL SERVICES - SPECIAL EDUCATION	10,279.45
0001017079	BURBANK UNIFIED SCHOOL DIST	375.00
0001017084	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	159.90
0001017109	AMAZON CAPITAL SERVICES, INC. OFFICE EQUIPMENT - SPECIAL EDUCATION	119.78
	TOTAL	150,215.60
	LOCAL RESTRICTED RESOURCES	
0001016802	GALE SUPPLY COMPANY	232.14
0001016811	FOLLETT SCHOOL SOLUTIONS, INC. BLANKET PURCHASE ORDER FOR BOOKS - LINCOLN ELEMENTARY SCHOOL	2,383.84
0001016818	CLEAN SWEEP SUPPLY CO INC	344.49
0001016824	LAKESHORE	525.00
0001016827	DISCOUNT SCHOOL SUPPLY	320.00
0001016829	LAKESHORE	515.00
0001016830	LAKESHORE	620.00
0001016831	LAKESHORE	220.00
0001016833	LAKESHORE	390.00
0001016834	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR ART SUPPLIES - VALLEY VIEW ELEMENTARY SCHOOL	151.66
0001016835	SCHOOL SPECIALTY	350.00
0001016836	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/PAEC	490.00
0001016837	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/MOUNTAIN AVENUE ELEMENTARY SCHOOL	300.00
0001016838	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/KEPPEL ELEMENTARY SCHOOL	580.00
0001016840	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/ RD WHITE ELEMENTARY SCHOOL	280.00

PO NUMBER	VENDOR	AMOUNT
0001016844	DISCOUNT SCHOOL SUPPLY INSTRUCTIONAL SUPPLIES - EEELP	1,400.00
0001016846	DISCOUNT SCHOOL SUPPLY INSTRUCTIONAL SUPPLIES - EEELP	1,200.00
0001016850	LAKESHORE	370.00
0001016851	CART MART INC	333.51
0001016852	KAROL'S GENERAL GARAGE & BODY SHOP AUTOMOTIVE PARTS AND REPAIRS - FACILITY & SUPPORT OPERATIONS	4,173.68
0001016853	SUNBELT RENTALS, INC	203.24
0001016854	TOOL SHACK	231.23
0001016856	DESOTO SALES, INC.	29.70
0001016857	HUB CONSTRUCTION SPECIALTIES, INC.	142.78
0001016858	CASTERS & INDUSTRIAL SUPPLIES	116.14
0001016859	FERGUSON ENTERPRISES INC.#1350	285.41
0001016860	AJAX SIGN GRAPHICS INC	13.31
0001016862	GLENDALE POWER TOOL	38.49
0001016863	CALIFORNIA SMOG & TEST ONLY	60.00
0001016864	FAR WEST PLYWOOD COMPANY	380.90
0001016874	WORLD BOOK INC.	648.00
0001016876	AMAZON CAPITAL SERVICES, INC. PHYSICAL EDUCATION SUPPLIES - BALBOA ELEMENTARY SCHOOL	780.87
0001016884	COMPLETE BUSINESS SYSTEMS	998.44
0001016886	BAD WOLF PRESS	335.07
0001016888	AMAZON CAPITAL SERVICES, INC. OFFICE EQUIPMENT - TOLL MIDDLE SCHOOL	521.23
0001016894	SARK CUSTOM AWNINGS & WINDOW COVERINGS SERVICE CONTRACT TO RECOVER EXISTING PLAYGROUND PIPE FRAME AT EDISON ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	4,985.00
0001016895	COUNTY OF LOS ANGELES	296.00
0001016904	AMAZON CAPITAL SERVICES, INC. CUSTODIAL SUPPLIES - LA CRESCENTA ELEMENTARY SCHOOL	59.08
0001016908	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA CUFAY LIBRAIRIE PAPETETRIE - INSTRUCTIONAL MATERIALS - EDUCATIONAL SERVICES	16,394.74
0001016925	ORIENTAL TRADING INC.	185.42
0001016949	CATALINA ISLAND CAMPS FIELD TRIPS - FRANKLIN ELEMENTARY SCHOOL	13,292.50
0001016951	DOCTORIAN PRODUCTIONS PRINTING SERVICES - CATEGORICAL PROGRAMS	1,073.10
0001016953	S & S WORLDWIDE	157.49
0001016955	S & S WORLDWIDE	74.68
0001016956	S & S WORLDWIDE	54.74
0001016957	S & S WORLDWIDE	107.66
0001016959	S & S WORLDWIDE	219.88
0001016960	S & S WORLDWIDE	458.97

LOCAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016965	4IMPRINT INC.	600.79
0001016967	S & S WORLDWIDE	134.65
0001016971	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	54.74
0001016972	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - EEELP/VERDUGO WOODLANDS ELEEMENTARY SCHOOL	397.29
0001016975	APPLE VALLEY COMMUNICATIONS CONFERENCE EXPENSES- FACILITY & SUPPORT OPERATIONS	2,500.00
0001016976	GMS ELEVATOR SERVICES, INC SERVICE CONTRACT TO REPLACE ELEVATOR MOTOR AT ROOSEVET MIDDLE SCHOOL - FACILITY & SUPPORT OPERATIONS	3,362.00
0001016981	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - FREMONT ELEMENTARY SCHOOL	153.08
0001016989	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - EEELP/PAEC	220.00
0001016990	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - EEELP/VALLEY VIEW ELEMENTARY SCHOOL	1,700.00
0001016995	CRESCENTA VALLEY ATHLETICS	134.95
0001016996	READY REFRESH BY NESTLE (ARROWHEAD)	105.83
0001017001	JM MCKINNEY COMPANY	112.89
0001017002	MAACO COLLISION REPAIR & AUTO PAINTING	734.02
0001017003	AIRGAS USA, LLC	252.64
0001017005	SUNBELT RENTALS, INC EQUIPMENT RENTAL - FACILITY & SUPPORT OPERATIONS	1,170.11
0001017006	PEP BOYS	954.28
0001017007	LOWE'S	349.07
0001017009	H & H WHOLESALE PARTS	201.38
0001017010	MEGAPLEX	800.67
0001017015	BIG CAT PROMOTIONS	317.71
0001017016	BUILDERS FENCE CO INC	843.56
0001017020	HEE EUN LEE	984.00
0001017022	S & S WORLDWIDE	938.82
0001017023	S & S WORLDWIDE	65.69
0001017024	S & S WORLDWIDE	470.00
0001017026	LAKESHORE	863.27
0001017027	LAKESHORE	102.96
0001017028	LAKESHORE	41.60
0001017029	S & S WORLDWIDE	597.87
0001017031	JAMES ROCILLO	200.00
0001017035	PALOS SPORTS INC	772.20
0001017037	DANCOOL H.V.A.C. SUPPLY INC	384.46
0001017038	AMERICAN REFRIGERATION SUPPLIES	80.75
0001017040	CART MART INC	915.10

LOCAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001017042	AA1 GRAPHICS & SIGNS	197.10
0001017043	BUCHANAN GLASS	170.05
0001017045	CHECKPOINT COMMUNICATIONS, INC	1,935.59
	MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	
0001017047	O.H. LYNN PRINTING	191.63
0001017051	S & S WORLDWIDE	196.69
0001017052	S & S WORLDWIDE	564.56
0001017053	S & S WORLDWIDE	193.75
0001017055	AMAZON CAPITAL SERVICES, INC.	54.74
	OFFICE SUPPLIES - EEELP	
0001017063	DEPARTMENT OF PESTICIDE REGULATIONS	180.00
0001017070	CAMCOR, INC.	260.83
0001017071	GALE SUPPLY COMPANY	320.84
0001017072	CLEAN SWEEP SUPPLY CO INC	424.10
0001017080	S & S WORLDWIDE	686.00
0001017081	READY REFRESH BY NESTLE (ARROWHEAD)	125.83
0001017091	AMAZON CAPITAL SERVICES, INC.	460.93
	PHYSICAL EDUCATION EQUIPMENT - GLENOAKS ELEMENTARY SCHOOL	
0001017096	SHARP BUSINESS SYSTEMS	123.19
0001017100	AMAZON CAPITAL SERVICES, INC.	3,011.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - COLLEGE VIEW SCHOOL	
0001017103	S & S WORLDWIDE	566.85
0001017104	S & S WORLDWIDE	1,060.00
	INSTRUCTIONAL SUPPLIES - EEELP	
0001017105	S & S WORLDWIDE	50.99
0001017106	S & S WORLDWIDE	410.00
0001017107	OFFICE DEPOT	232.11
	TOTAL	90,256.55
	CHILD DEVELOPMENT FUND	
0001016832	LAKESHORE	740.00
0001016841	AMAZON CAPITAL SERVICES, INC.	1,400.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES FOR SUMMER SCHOOL - EEELP/PAEC	
0001016842	AMAZON CAPITAL SERVICES, INC.	5,500.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES FOR SUMMER SCHOOL - EEELP/PAEC	
0001016843	AMAZON CAPITAL SERVICES, INC.	5,700.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES FOR SUMMER CAMP - EEELP/PAEC	
0001016845	AMAZON CAPITAL SERVICES, INC.	5,780.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP/PAEC	
0001016958	S & S WORLDWIDE	36.91

CHILD DEVELOPMENT FUND (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016966	CCR ANALYTICS	2,992.50
	PARENT SURVEY FORM SCAN & ANALYSIS FOR 2018-19 SCHOOL YEAR - EEELP	
0001016988	AMAZON CAPITAL SERVICES, INC.	190.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - RD WHITE ELEMENTARY SCHOOL	
0001017018	LAKESHORE	329.52
0001017076	GALE SUPPLY COMPANY	90.60
0001017102	DISCOUNT SCHOOL SUPPLY	260.87
0001017105	S & S WORLDWIDE	32.23
	TOTAL	23,052.63
	FOOD SERVICES FUND	
0001010133	EDWARD DON & COMPANY	2,466.86
	FOOD SERVICES SUPPLIES - FOOD SERVICES	
0001017004	WRIGHT'S SUPPLY INC	96.26
0001017050	IMAGE ONE	3,476.25
	ANNUAL CONTRACT RENEWAL FOR 2018-19 - FOOD SERVICES	
0001017060	OFFICE DEPOT	866.88
0001017066	CSNA	55.00
	TOTAL	6,961.25
	MEASURE S PROJECTS FUND	
0001010026	CULVER-NEWLIN, INC	54,337.44
	SCHOOL FURNITURE- JEFFERSON ELEMENTARY SCHOOL	
0001010027	CULVER-NEWLIN, INC	234,844.65
	SCHOOL FURNITURE- JEFFERSON ELEMENTARY SCHOOL	
0001016787	CULVER-NEWLIN, INC	63,715.86
	SCHOOL FURNITURE - DUNSMORE ELEMENTARY SCHOOL	
0001016789	MONOPRICE INC.	81.96
0001016819	SHERTEC, INC	600.00
0001016822	GERONIMO CONCRETE, INC.	38,500.00
	SERVICE CONTRACT FOR LABOR, MATERIAL AND EQUIPMENT TO INSTALL FENCING, RAILING AND PAINTING AT FREMONT ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	
0001016847	DIVISION OF THE STATE ARCHITECT	550.00
0001016927	SOF SURFACES INC.	50,584.35
	PLAYGROUND EQUIPMENT SURFACING AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	
0001016928	PLAYPOWER LT FARMINGTON, INC.	125,173.74
	TWO PLAYGROUND STRUCTURES AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	

MEASURE S PROJECTS FUND (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0001016930	IVS COMPUTER TECHNOLOGY	153.85
0001016931	AMERICAN EXPRESS CPS	195.00
	AEE - MEMBERSHIP - PLANNING, DEVELOPMENT & FACILITIES	
0001016932	SUPPLYWORKS	602.76
0001016933	SUPPLYWORKS	602.76
0001016934	SUPPLYWORKS	602.76
0001016935	SUPPLYWORKS	602.76
0001016936	SUPPLYWORKS	602.76
0001016937	SUPPLYWORKS	602.76
0001016938	SUPPLYWORKS	602.76
0001016939	SUPPLYWORKS	602.76
0001016940	SUPPLYWORKS	602.76
0001016941	SUPPLYWORKS	602.76
0001016942	APPLE VALLEY COMMUNICATIONS	20,108.51
	BUILDING MAINTENANCE - CRESCENTA VALLEY HIGH SCHOOL	
0001017082	LOS ANGELES TIMES	236.37
	TOTAL	595,109.33
	DEVELOPER FEE FUND	
0001017082	LOS ANGELES TIMES	236.37
	TOTAL	236.37
	CAPITAL PROJECTS & IMPROVEMENT FUND	
0001016821	DIXON SMARTSCHOOLHOUSE	61,704.13
	CONSULTING SERVICES TO RECOVER FUNDS FOR ORG SAVING ON ROOSEVELT PROJECT - PLANNING, DEVELOPMENT & FACILITIES	
0001016899	ULINE SHIPPING SUPPLY	508.08
0001016992	SCORPION PAINTING INC	250.00
	TOTAL	62,462.21
	MC LENNAN DONATIONS	
0001016993	HOOVER HIGH SCHOOL - A.S.B.	1,169.70
	FIRST QUARTER INTEREST - FINANCIAL SERVICES	
	TOTAL	1,169.70

LIST OF PO CHANGE ORDER
DURING THE PERIOD OF 4/2/2018 THROUGH 4/13/2018
CONSENT CALENDAR NO, 5 - MAY 1, 2018

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
04/17/2018	0001010349	C R PLUMBING & ROOTER INC.	Increased PO for additional repairs	$ 5,000.00	$ 3,000.00	$ 8,000.00
04/17/2018	0001011282	OFFICE DEPOT	Increased PO for additional purchases	$ 10,000.00	$ 5,607.00	$ 15,607.00
04/17/2018	0001011527	FOOTHILLS MUSIC ACADEMY	Increased PO for additional services	$ 7,200.00	$ 1,650.00	$ 8,850.00
04/17/2018	0001011943	SMART & FINAL IRIS COMPANY	Increased PO for additional purchases	$ 2,478.60	$ 730.40	$ 3,209.00
04/20/2018	0001012234	CULVER-NEWLIN, INC	Increased PO for storage charge	$ 114,188.10	$ 525.00	$ 114,713.10
04/23/2018	0001016119	ARROW RESTAURANT EQUIPMENT	Decreased PO for returned items	$ 18,987.32	$ (14,240.49)	$ 4,746.83
04/24/2018	0001001339	BANNER BANK	Increased PO for 5% Retention	$ 291,000.00	$ 7,842.67	$ 298,842.67
04/24/2018	0001011595	A & A PIZZA, INC.	Increased PO to pay additional invoices until 6/30/18	$ 10,000.00	$ 9,600.00	$ 19,600.00
04/25/2018	0001010866	BURBANK PAINT COMPANY INC	Increased PO for additional painting jobs	$ 25,000.00	$ 5,000.00	$ 30,000.00
04/23/2018	0001011123	OFFICE DEPOT	Increased PO for additional purchases	$ 2,500.00	$ 1,500.00	$ 4,000.00

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

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, Fund 12.0, Fund 13.0, Fund 21.1, Fund 25.0 and Fund 40.1.

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
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	$2,455
8910-8999	Transfers In/Contributions	$0	($724,945)
TOTAL REVENUES		$0	($722,490)

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$546,394
2000	Classified Salaries	$0	$630,820
3000	Employee Benefits	$0	$278,680
4000	Instructional Supplies	$5,694	$9,289
5000	Contract Services	($5,694)	$1,100
6000	Capital Outlay	$0	$0
7000	Other Outgo/Indirect/Transfers Out	$0	$0
TOTAL BUDGETED APPROPRIATIONS		$0	$1,466,283

NET INCREASE/DECREASE IN FUND BALANCE	$0	($2,188,773)

May 15, 2018
BUDGET TRANSFER AND ADJUSTMENT REPORT
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
GENERAL FUND, UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

BUDGET TRANSFERS

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
White	Intructional	0	0	0	3,000	(3,000)	0	0	0	$0	Supplies
White	Intructional	0	0	0	1,350	(1,350)	0	0	0	$0	Supplies
Mann	Intructional	0	0	0	1,344	(1,344)	0	0	0	$0	Supplies
Muir	Intructional	0	0	0	0	0	0	0	0	$0	Supplies
		$0	**$0**	**$0**	**$5,694**	**($5,694)**	**$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:
District	Bus Passes program	0	0	0	0	1,100	0	0	0	$1,100	Adjustment - City of Glendale - Bus Passes
Educational Services	Middle School Honors Orchestra	0	0	0	30	0	0	0	0	$30	Supplies
Toll	Instructional	0	0	0	184	0	0	0	0	$184	Lost book fees
District	General Fund	0	0	0	0	0	0	0	66	$66	Recycling
District	CSEA & GSMA Sal Settlement Cost - U	546,394	630,820	286,680	0	0	0	0	(2,188,839)	($724,945)	CSEA & GSMA Sal Settlement/Unrestrict Gral Func
District	Advance Placement Program	0	0	0	1,075	0	0	0	0	$1,075	Refund - overpay
District	Unrestricted Gral Fund	0	0	0	8,000	0	0	0	(8,000)	$0	Budjet Adjustment for Unrestricted Gral Fund
District	Unrestricted Gral Fund	0	0	(8,000)	0	0	0	0	8,000	$0	Budjet Adjustment for Unrestricted Gral Fund
		0	0	0	0	0	0	0	0	$0	
		$546,394	**$630,820**	**$278,680**	**$9,289**	**$1,100**	**$0**	**$0**	**($2,188,773)**	**($722,490)**	

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
May 15, 2018
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	$105,880
8910-8999	Transfers In/Contributions	$0	$724,945
TOTAL REVENUES		$0	$830,825

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$309,928
2000	Classified Salaries	$0	$467,618
3000	Employee Benefits	$0	$196,309
4000	Instructional Supplies	$3,000	$24,622
5000	Contract Services	($3,000)	$39,528
6000	Capital Outlay	$0	$27,559
7000	Other Outgo/Indirect/Transfers Out	$0	$0
TOTAL BUDGETED APPROPRIATIONS		$0	$1,065,564

NET INCREASE/DECREASE IN FUND BALANCE	$0	($234,739)

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT
GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS	Program Description	Resource									
Total Budget Trsfrs	**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**		**1000**	**2000**	**3000**	**4000**	**5000**	**6000**	**7000**	**9000**	**Total**	**Transfer provides funds for:**
Keppel	Donations	95100.0	0	0	0	10,000	(10,000)	0	0	0	$0	Supplies
Muir	Donations	95100.0	0	0	0	(7,000)	7,000	0	0	0	$0	Services
			0	0	0	0	0	0	0	0	$0	
			$0	**$0**	**$0**	**$3,000**	**($3,000)**	**$0**	**$0**	**$0**	**$0**	

BUDGET ADJUSTMENTS		Resource									
Dept/Site	**Program Description**	**Code**	**1000**	**2000**	**3000**	**4000**	**5000**	**6000**	**7000**	**9000**	**Total**	**Adjustment appropriates funds for:**
Fremont	Donations	95100.0	0	0	0	0	(22)	0	0	0	($22)	Adjustment -check returned by the bank
District	Donation from GEF Health for Grant (sports	94302.3	0	0	0	10,949	(949)	0	0	0	$10,000	To allocate income (Health Grant)
Planning & Development	Donation from Sandy Pringle Associates	94230.0	0	0	0	100	0	0	0	0	$100	To allocate income
Planning & Development	Donation from CN School and Office Solutic	94230.0	0	0	0	100	0	0	0	0	$100	To allocate income
Planning & Development	Donation from Architecture 9 PLLLP	94230.0	0	0	0	100	0	0	0	0	$100	To allocate income
Facts Program	School Site Donaitons	95100.0	0	0	0	100	0	0	0	0	$100	To allocate income
Planning & Development	Donation from Cumming Construction Mana	94230.0	0	0	0	100	0	0	0	0	$100	To allocate income
Planning & Development	Donation from ACC Contractors, INC	94230.0	0	0	0	1,000	0	0	0	0	$1,000	To allocate income (Muir-Ribbon cutting ceremony)
Fremont	School Site Donaitons	95100.0	0	0	0	45	0	0	0	0	$45	To allocate income
Fremont	School Site Donaitons	95100.0	0	0	0	64	0	0	0	0	$64	To allocate income
Fremont	School Site Donaitons	95100.0	0	0	0	475	0	0	0	0	$475	To allocate income
Balboa	Insturctional program	95100.0	0	0	0	0	17,375	0	0	0	$17,375	To allocate income (Camp)
Verdugo Woodlands	School Site Donaitons	95100.0	0	0	0	0	808	0	0	0	$808	To allocate income (Field trip)
Muir	School Site Donaitons	95100.0	0	0	0	0	6,100	0	0	0	$6,100	To allocate income (contract services)
Planning & Development	Donation from NV5, INC	94230.0	0	0	0	100	0	0	0	0	$100	To allocate income
Monte Vista	Donation from Exploring Art	95100.0	0	0	0	75	0	0	0	0	$75	To allocate income
Monte Vista	Donation from Kidtastic	95100.0	0	0	0	215	0	0	0	0	$215	To allocate income
Monte Vista	Donation from Little Tokyo Rotary Foundati	95100.0	0	0	0	0	305	0	0	0	$305	To allocate income
Verdugo Woodlands (W	School Site Donaitons	95100.0	0	0	0	191	0	0	0	0	$191	To allocate income (Robotics program)
Verdugo Woodlands (W	School Site Donaitons	95100.0	0	0	0	7,535	0	0	0	0	$7,535	To allocate income (Books)
Verdugo Woodlands (W	School Site Donaitons	95100.0	0	0	0	0	706	0	0	0	$706	To allocate income
La Crescenta	School Site Donaitons	95100.0	0	0	0	200	0	0	0	0	$200	To allocate income
Verdugo Woodlands	School Site Donaitons	95100.0	0	0	0	0	637	0	0	0	$637	To allocate income (Field trip)
Facts Program	School Site Donaitons	95100.0	0	0	0	8	0	0	0	0	$8	To allocate income
Balboa	Insturctional program	95100.0	0	0	0	0	40	0	0	0	$40	To allocate income
Fremont	School Site Donaitons	95100.0	0	0	0	125	0	0	0	0	$125	To allocate income
CMHS	Donation from Gene Haas Foundation	95185.0	0	0	0	0	14,000	0	0	0	$14,000	To allocate income (Scholarship & Robotics Team)
District	CSEA & GSMA Salary Settlement Restrid (	94000.0	309,300	463,539	186,845	0	0	0	0	(234,739)	$724,945	CSEA & GSMA Salary Settlement /Rest Gen Fund
Fremont	School Site Donaitons	95100.0	0	0	0	649	0	0	0	0	$649	To allocate income
Fremont	School Site Donaitons	95100.0	215	4,079	9,382	1,838	528	0	0	0	$16,042	To allocate income (Library Assistant salary & ben)
Toll	School Site Donaitons	95100.0	0	0	0	653	0	0	0	0	$653	To allocate income
Toll	School Site Donaitons	95100.0	330	0	65	0	0	0	0	0	$395	To allocate income
Toll	School Site Donaitons	95100.0	83	0	17	0	0	0	0	0	$100	To allocate income
Dunsmore	School Site Donaitons	95100.0	0	0	0	0	0	27,559	0	0	$27,559	To allocate income
			0	0	0	0	0	0	0	0	$0	
	Total Budget Adjustments		**$309,928**	**$467,618**	**$196,309**	**$24,622**	**$39,528**	**$27,559**	**$0**	**($234,739)**	**$830,825**	

Object Codes
1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Expenses
6000 Capital Outlay
7000 Other Outgo
8000 Income
9000 Designated Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

CHILD DEVELOPMENT FUND (12.0)

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Revenue Limit	$0	$0
8100-8299	Federal	$0	$54,351
8300-8599	Other State	$0	$0
8600-8799	Local	$0	$0
8910-8999	Transfers In/Contributions	$0	$0
TOTAL REVENUES		$0	$54,351

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$9,968
2000	Classified Salaries	$0	$33,426
3000	Employee Benefits	$0	$10,957
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	$54,351

NET INCREASE/DECREASE IN FUND BALANCE	$0	$0

May 15, 2018
Consent Calendar No.6
BUDGET TRANFER AND ADJUSTMENT DETAIL REPORT
CHILD DEVELOPMENT FUND (12.0)
BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
0	0	0	0	0	0	0	0	0	0	0	
Total Budget Transfers		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
EEELP	CSEA & GSMA Salary	9,968	33,426	10,957	0	0	0	0	0	54,351	**CSEA & GSMA Salary Settlemetn Cost -Fund 12**
0	0	0	0	0	0	0	0	0	0	0	
Total Budget Adjustments		**$9,968**	**$33,426**	**$10,957**	**$0**	**$0**	**$0**	**$0**	**$0**	**$54,351**	

Object Codes

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Supplies
6000 Capital Outlay

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

NUTRITION SERVICES FUND (13.0)

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	$108,444
3000	Employee Benefits	$0	$29,202
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	$137,646

NET INCREASE/DECREASE IN FUND BALANCE	$0	($137,646)

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 6
Nutrition Services (13.0)

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
		0	0	0	0	0	0	0	0	0	
Total Budget Transfers		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Revision appropriates funds for:
Nutrition Services	CSEA & GSMA Sal Settlement C	0	108,444	29,202	0	0	0	0	(137,646)	0	CSEA & GSMA Sal Settlement/Fund 13
Total Budget Adjustments		**$0**	**$108,444**	**$29,202**	**$0**	**$0**	**$0**	**$0**	**($137,646)**	**$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
May 15, 2018
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	$47,567
3000	Employee Benefits	$0	$12,809
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	$60,376

NET INCREASE/DECREASE IN FUND BALANCE	$0	($60,376)

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
MEASURE S PROJECT FUND (21.1)

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
0	0	0	0	0	0	0	0	0	0	$0	
Total Budget Transfers		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
District	Bond Fund	0	47,567	12,809	0	0	0	0	(60,376)	$0	CSEA & GSMA Sal Settlement Cost/ Fund 21 Bond
										$0	
Total Budget Adjustments		**$0**	**$47,567**	**$12,809**	**$0**	**$0**	**$0**	**$0**	**($60,376)**	**$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
May 15, 2018
CONSENT CALENDAR NO. 4
BUDGET TRANSFER AND ADJUSTMENT REPORT

Developer Fee Fund (25.0)

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	$1,329
3000	Employee Benefits	$0	$357
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	$1,686

NET INCREASE/DECREASE IN FUND BALANCE	$0	($1,686)

GLENDALE UNIFIED SCHOOL DISTRICT
May 15, 2018
CONSENT CALENDAR NO. 4
Developer Fee Fund (25.0)

BUDGET TRANSFERS

		0	0	0	0	0	0	0	0	0	
Total Budget Transfers		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

BUDGET REVISIONS

BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
District	CSEA & GSMA Sal Settlem	0	1,329	357	0	0	0	0	(1,686)	0	CSEA & GSMA Sal Settlemetn Cost/ Fund 25 Developer Fee Fund
Total Budget Adjustments		**0**	**1,329**	**357**	**0**	**0**	**0**	**0**	**(1,686)**	**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
5/152018
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

Capital Projects Fund (40.1)

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Revenue Limit	$0	$0
8100-8299	Federal	$0	$0
8300-8599	Other State	$0	$4,890
8600-8799	Local	$0	$0
8910-8999	Transfers In/Contributions	$0	$0
TOTAL REVENUES		$0	$4,890

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$0
2000	Classified Salaries	$0	$3,853
3000	Employee Benefits	$0	$1,037
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	$4,890

NET INCREASE/DECREASE IN FUND BALANCE	$0	$0

GLENDALE UNIFIED SCHOOL DISTRICT
5/152018
CONSENT CALENDAR NO. 6
Capital Projects Fund (40.1) Unrestricted

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
		0	0	0	0	0	0	0	0	0	
Total Budget Transfers		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

BUDGET ADJUSTMENTS

Dept/Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Revision appropriates funds for:
District	CSEA & GSMA Sal Settlement Cost	0	3,853	1,037	0	0	0	0	0	4,890	CSEA & GSMA Settlemetn Cost- Fund 40
		0	0	0	0	0	0	0	0	0	
Total Budget Adjustments		**$0**	**$3,853**	**$1,037**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,890**	

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

May 15, 2018

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:	Kent Smith Director, Facility and Support Operations Keith Jones, Assistant Director, Facility and Support Operations
SUBJECT:	**Approval of Extension of Contract for Semi-Annual Fire Sprinkler Inspections**

The Superintendent recommends that the Board of Education approve the extension of the contract for the inspection of District fire sprinklers with CV Fire Protection, Inc. for the amount of not to exceed $35,250 per year.

On July 1, 2015, the District entered into a contract with CV Fire Protection, Inc. to provide all labor and material to perform the semi-annual fire sprinkler inspection for GUSD for the amount of not to exceed $35,250 per year.

Pursuant to California Education Code Section 17596, this contract may be extended up to five (5) years by mutual consent. Since the vendor has not increased their cost for this service, they have proposed to extend the term of the existing contract for the 2018-19 fiscal year, granting this extension through June 30, 2019.

Staff recommends that the Board approve the contract extension between Glendale Unified School District and CV Fire Protection, Inc. to perform the semi-annual fire sprinkler inspection for the District.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 8

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 Services Maurice James, Coordinator III, Career Technical Education
SUBJECT:	**Acceptance of Career Technical Education Incentive Grant - Round 3**

The Superintendent recommends that the Board of Education accept $969,821 in funding from the Career Technical Education Incentive Grant - Round 3 for the 2017-2019 school years.

The Career Technical Education Incentive Grant (CTEIG) - Round 3 requires a match of two dollars ($2.00) for every one dollar ($1.00) received from this program. Matching funds from GUSD will be LCAP, CPA (California Partnership Academy), Perkins, and Measure S (Bond money).

The CTEIG was created as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of the CTEIG is to encourage the development of new Career Technical Education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school Local Control Funding Formula (LCFF).

The focus of the grant program is the delivery and sustainability of high-quality CTE programs. Grantees are expected to implement and maintain a CTE program meeting the elements of a high-quality CTE program pursuant to EC Section 53071(c):

1. Offers high-quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation from high school.

2. Provides pupils with quality career exploration and guidance.

3. Provides pupil support services, including counseling and leadership development.

4. Provides for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, with documented formal written agreements.

5. Forms ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.

6. Provides opportunities for pupils to participate in after school; extended day; and out-of-school internships, competitions, and other work-based learning opportunities.

7. Reflects regional or local labor market demands and focuses on current or emerging high-skill, high-wage, or high-demand occupations.

8. Leads to an industry-recognized credential, certificate, or appropriate postsecondary training/employment.

9. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

10. Reports data, as a program participation requirement, to allow for an evaluation of the program.

The terms of the Career Technical Education Incentive Grant- Round 3 are July 1, 2017 through June 30, 2019, with the funds to be released later this month by the State of California.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 9

TO:	Board of Education
FROM:	Winfred B. Roberson, Jr., Superintendent
SUBMITED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY:	Dr. Lena Richter, Director, Categorical Programs & Intervention
SUBJECT:	**Approval of Services Agreement between Parker-Anderson Enrichment Program and Glendale Unified School District**

The Superintendent recommends that the Board of Education approve a Services Agreement between Parker-Anderson Enrichment Program and Glendale Unified School District in the amount not to exceed $35,000 to provide Summer Academy for identified immigrant students in grades K-5.

Glendale Unified School District, in partnership with Parker-Anderson Enrichment Program, will be offering a summer academy for identified immigrant students in grades K-5. There are a total of 766 potential K-5th grade immigrant students eligible districtwide.

The program will run for two weeks from June 11-June 22, 2018 at Toll Middle School. Classes will be held five days per week from 8:30 a.m. - 1:45 p.m. with a snack and lunch period included. Students will participate in four diverse enrichment workshops per day for each grade level with a new group of workshops for each of the two weeks.

The cost for the two-week program, including any materials/lab fees, is not to exceed $35,000, which is covered by Title III-Immigrant funds.

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

SERVICES AGREEMENT

This **Agreement** for Professional Services ("Agreement") is made and entered into as of the 3rd day of May, 2018 by and between the Glendale Unified School District, ("District") and Parker-Anderson Enrichment a corporation, whose place of business is Van Nuys, herein referring to as ("Contractor"), (together, "Parties").

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term**. Contractor shall commence providing services under this Agreement on June 11, 2018 and will diligently perform as required and complete performance by June 22, 2018.

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

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

3. **Compensation**. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Thirty-Five Thousand dollar ($35,000.00), which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

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

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

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

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

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

8. **Termination**.

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

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

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

8.3.1. material violation of this Agreement by the Contractor; or

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Compliance with Laws**. **Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County

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

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

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

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

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

    18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

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

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

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

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

District	**Contractor**:
Glendale Unified School District	Parker-Anderson Enrichment
223 N. Jackson Street	16526 Arminta St
Glendale, California 91206	Van Nuys, CA 91406
ATTN: Dr. Kelly King	

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

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

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

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

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

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

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

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

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

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

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

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

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

34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

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

41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate

language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

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

SIGNATURE PAGE

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

Company Name _____Parker-Anderson Enrichment_____

By: _____
Signature — Title: President
Josh Parker — Dated: 5/3/2018
Print Name

By: _____
Signature — Title: CFO
Jamie Anderson — Dated: 5/3/2018
Print Name

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

Information regarding Contractor:

License No.: _____

Address: 16526 Arminta St.
Van Nuys, CA 91406

Telephone: (818) 650-8676

Facsimile: (818) 249-5551

E-Mail: la@parker-anderson

34-205-6683: Employer Identification and/or Social Security Number

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

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

Glendale Unified School District

By: _____ Date: _____

Print Name: Dr. Kelly King

Print Title: ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Contractor may provide the following General Services:

Dates: Monday, June 11th through Friday, June 22nd, 2018

Location: Toll Middle School (subject to change)

Summer Academy Hours: (subject to change to accommodate summer school)

Period 1:	8:30am-9:30am
Break:	9:30am-9:55am
Period 2:	9:55am-10:55am
Lunch:	10:55am-11:20am
Period 3:	11:20am-12:20pm
Break:	12:20pm-12:45pm
Period 4:	12:45pm-1:45pm

Summer Academy Workshop Schedule (subject to change based on GUSD suggestions)

K-1st Grades:	Art, Lego, Minecraft, Weird Science, Chess, Sculpture
2nd-3rd Grades:	Robotics, Game Design, Painting, Chemistry, Chess, Cartooning
4th-5th Grades:	Computer Programming, Cooking, Architecture, Chess, Mock Trial, Public Speaking, & Debate and Young Doctors

Recruitment & Enrollment:
Parker-Anderson will facilitate all recruitment and enrollment for Summer Academy 2018. All brochures, questionnaires and registration forms will be provided by Parker-Anderson Enrichment.

Once provided with a list of eligible students from GUSD, Parker-Anderson will contact the parents directly, and get them enrolled on Parker-Anderson Enrichment's website: www.parker-anderson.org

Parker-Anderson Enrichment's website will have exact rosters for each of the grade levels for all enrolled students. All up-to-date rosters will be accessible by GUSD on a daily basis.

Staffing:
Parker-Anderson will provide certified instructors for each workshop that runs with a minimum of 6 students.

We will also provide an on-site liaison each day to:

- Cross-reference the "absent" list with our rosters, and provide rosters for each of the teachers
- Facilitate roll call with all of the instructors—find any students on the rosters that are not in attendance
- Supervise the lunch break
- Help manage the drop-off & dismissal procedures

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Date: 5/3/2018

Name of Contractor: Parker-Anderson Enrichment

Signature: _____

Print Name and Title: Josh Parker, President

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: Josh Parker

Title: President

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

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

Date: 5/3/2018

Name of Contractor or Company: Parker-Anderson Enrichment

Representative's Name and Title: Josh Parker, Director

Signature: _____

EXHIBIT "C"

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

The undersigned declares:

I am the president of Parker-Anderson Enrichment, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/3/2018, at Van Nuys, CA.

_____
Signature

Josh Parker
Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: 5/3/2018

Name of Contractor: Parker-Anderson Enrichment

Signature: _____

Print Name and Title: Josh Parker, President

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

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Acceptance of DonorsChoose Awards**

The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support projects submitted by Cerritos and Marshall Elementary Schools.

DonorsChoose is an organization that connects concerned individuals, called "Citizen Philanthropists," with classroom teachers, to provide funds or materials for class projects. Public school teachers create student project proposals and submit the one-page essay and list of resources needed. These concerned individuals fund the student projects of their choice, in whole or in part.

DonorsChoose purchases the student materials and ships items directly to the school, using a network of partnerships and vendors. Teachers are required to complete a feedback package, including documenting the project with photographs, which in turn are shared with the individual that funded the project.

The following projects were submitted and awarded by DonorsChoose:

Cerritos Elementary School – Karineh Avanessian, Teacher
Project: Earbuds for Technology!
This project was awarded 80 in-ear stereo earbud headphone sets valued at $191.40. The items will be used in Ms. Avanessian's fifth/sixth grade classroom for students to successfully complete all online-based lessons and activities. Technology has become an essential part of the school since becoming a coding school. Having individual sets of earbuds will allow students to access programs without distracting one another. Assigning each student earbuds will also teach responsibility.

Marshall Elementary School – Adrineh Satchyan, Teacher
Project: Technology for ESL Students!
This project was awarded four Samsung Chromebooks valued at $1,373. The items will provide Ms. Satchyan's third grade students with technology within the classroom for students to access English language learning tools and discover ways to interact with students within the classroom who come from different or similar backgrounds. Students will design, research, incorporate visuals, and type their ideas in order to communicate core ideas to an audience that is also interested to learn and give written feedback.

Marshall Elementary School – Allister Traber, Teacher
Project: Chromebooks: We Are Learning Now!
This project was awarded four Acer Flagship Chromebooks and ten headphones valued at $1198.68. The items will allow Ms. Traber the ability to provide small targeted group instruction across the curriculum and create meaningful independent learning stations that will support each of the kindergarten students in the classroom. Chromebooks will allow students to access to technology to collaborate with peers with a variety of apps and help create stories and picture books.

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 11

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Kristine Nam, Communications Director

SUBJECT: **Approval of Revisions to Board Policy Relating to Community Relations**

The Superintendent recommends that the Board of Education approve the revisions to Board Policy (BP) 1325 (Advertising and Promotion) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 1325 – Advertising and Promotion

CSBA Update December 2017
Last GUSD Update November 2017

Board Policy (BP) 1325, future flyers will be approved for distribution even if they are religious or political in nature as long as they do not Proselytize and/or promote any religious or political topic with the intention of converting its readers. This does not include flyers that advocate for a specific candidate or campaign as this would violate the Fair Political Practices Act. The policy is amended to allow for-profit organizations to distribute materials to bring policy in alignment with California School Boards Association (CSBA). All flyers distributed on behalf of outside organizations will contain a disclaimer. The disclaimer will be added automatically in Peachjar.

Upon approval of the policy, updates to the accompanying Administrative Regulations will be made as needed following current District procedures.

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.

2. Distribution of promotional materials of a commercial nature to students or parent/guardians.

3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards.

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including websites and social media.

5. 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. The District will add 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. Proselytize and/or promote any religious or political topic with the intention of converting its readers.

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
Hemry 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; --/--/2018

(Formerly BP 1430)

GLENDALE UNIFIED SCHOOL DISTRICT

May 15, 2018

CONSENT CALENDAR NO. 12

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. Gene Haas Foundation wish to donate to the District $14,000.00 to be used toward the "Gene Haas Scholarship" and support the Robotics Team at Clark Magnet High School.

b. Dunsmore Elementary School Foundation wish to donate to the District $27,558.97 to be used toward new turf at Dunsmore Elementary School.

c. Kelly King wishes to donate to the District $100.00 to be used to purchase a pallet chair and table for use in the FACTS Program.

d. John C. Fremont PTA wishes to donate to the District $16,042.00 to cover the cost of maintenance contracts, instructional supplies, salary for Library Assistant and the talent show at Fremont Elementary School.

e. Parents and Community for Fremont School wish to donate to the District $489.51 to be used to purchase instructional materials and supplies for use at Fremont Elementary School.

f. Samantha Jackson-Kittle through Your Cause, LLC Trustee for New York Life wishes to donate to the District $160.00 to be used to purchase instructional materials and supplies for use at Fremont Elementary School.

g. La Crescenta Elementary PTA wish to donate to the District $200.00 to be used to purchase instructional materials and supplies for use at La Crescenta Elementary School.

h. Exploring Art wishes to donate to the District $75.00 to be used to purchase instructional materials and supplies for use at Monte Vista Elementary School.

i. Kidtastic wishes to donate to the District $215.00 to be used to purchase instructional materials and supplies for use at Monte Vista Elementary School.

j. John Muir Elementary Foundation wishes to donate to the District $6,100.00 to be used toward the Music Program at Muir Elementary School.

k. Toll Foundation wishes to donate to the District $100.00 to be used to pay for a half-day substitute to cover for the 6th grade Greek Day at Toll Middle School.

l. Make Keppel Special wishes to donate to the District $394.00 to cover the cost of for a 2 day substitute assisting Keppel with their Master Class from Toll Middle School.

m. Toll Foundation wishes to donate to the District $652.63 to be used toward the purchase of a printer and 4 cameras for the art teacher, Ms. Perez at Toll Middle School.

n. Little Tokyo Rotary Foundation Global Fund Account wish to donate to the District $305.09 to be used to pay for buses for the field trip for the 5th and 6th grade Japanese Dual Language Program to the Japanese American National Museum from Verdugo Woodlands Elementary School.

o. W.A.V.E. wishes to donate to the District $705.68 to be used to pay for buses for field trip to Hansen Dam for the 6th grade students at Verdugo Woodlands Elementary School.

p. W.A.V.E. wishes to donate to the District $7,535.07 to purchase Wordly Wise Books for student use during the 2018-2019 school year at Verdugo Woodlands Elementary School.

q. W.A.V.E. wishes to donate to the District $190.53 to be used to purchase materials for the Robotics Team at Verdugo Woodlands Elementary School.

r. Glendale Educational Foundation wishes to donate to the District through the Superintendent's Office $10,000 to be used to pay for the middle school buses for the after-school inter-mural sports program.

s. NV5, Inc. wishes to donate to the District through the Planning and Development Department $100.00 to be used toward the ribbon cutting ceremony at Muir Elementary School.

t. ACC Contractors, Inc. wish to donate to the District through the Planning and Development Department $1,000.00 to be used toward the ribbon cutting ceremonies at Fremont and Muir Elementary Schools.

u. Cumming Construction Management, Inc. wish to donate to the District through the Planning and Development Department $100.00 to be used toward the ribbon cutting ceremony at Muir Elementary School.

v. Architecture 9 PLLP wish to donate to the District through the Planning and Development Department $100.00 to be used toward the ribbon cutting ceremony at Muir Elementary School.

w. CN School and Office Solutions, Inc. wish to donate to the District through the Planning and Development Department $100.00 to be used toward the ribbon cutting ceremony at Muir Elementary School.

x. Sandy Pringle Associates Inspection Consultants, Inc. wish to donate to the District through the Planning and Development Department $100.00 to be used toward the ribbon cutting ceremony at Muir Elementary School.