

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

BOARD OF EDUCATION
AGENDA

June 4, 2018
Meeting No. 30
Regular Meeting

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

**BOARD OF EDUCATION MEETING NO. 30
Administration Center**

Monday, June 4, 2018

"Preparing our students for their future."

Please Note Times	
4:30 P.M. -	Opening, Student Board Member Report, Presentations, Acknowledgements and Recognitions, Public Communications
Closed Session	
7:00 P.M. -	Return to Regular Meeting, Public Communications, Public Hearing, 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 Joe Suh, a 12th grade student from Crescenta Valley High School**
- 3. Certification of Compliance**

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

- 4. Approval of Agenda Order**

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. PRESENTATIONS

a. **GSMA Presents Future Educators Scholarships** – The Glendale Schools Management Association will present scholarship checks to students from Clark Magnet High School, Crescenta Valley High School, Daily High School, Glendale High School and Hoover High School who are planning futures in education.

b. **CSEA Presents Scholarship** – The Classified Schools Employee Association will present scholarship check to a student from Crescenta Valley High School who is pursuing a career that reflect the classified employees.

D. ACKNOWLEDGEMENTS AND RECOGNITIONS

a. **Crescenta Valley High School ComedySportz** – The Board of Education would like to recognize the ComedySportz Team for their win at Improv Madness.

b. **Student Advisory Council** – The Board of Education acknowledges the services of high school students who served on the Student Advisory Council during the 2017-2018 school year. Clark Magnet: Lara Khanjian, Mariam Panikyan, Sofia Yeremian, Sophia Arlantino, Yerine Kwon; Crescenta Valley: James Baek, Katie Blood, Luke Weingarten, Monet Aghayani, Sarah Perez; Glendale High: Ani Ordubekyan, Arpa Shahbazian, Janet Louie, Kayla Rodriguez, Michelle Yolyan, Milena Asatryan, Tigran Danielyan; Hoover High: Amira Chowdhury, Aitana Fear, Diana Mirozyan, Suk Chan Lee, Tina Ghahremanians, Zara Alam.

c. **Student Member, Board of Education** – Amira Chowdhury, senior at Hoover High School has served with distinction as the student representative to the Board of Education during the 2017-2018 school year.

d. **Michael F. Escalante Award** – The Board of Education will present the Michael F. Escalante Senior Scholar Award. Initiated in 2010, the award is presented to an outstanding senior from one of each of the Glendale Unified High Schools – Sofia Yeremian, Clark Magnet High School; Joe Suh, Crescenta Valley High School; Sevada Ghazaryan, Daily High School; Matthew Clingerman, Glendale High; Aitana Fear, Hoover High School.

e. **Robert A. Sanchis Award** – The Board of Education will present the Robert A. Sanchis Award. This award is presented annually to one Certificated and one Classified employee whos interaction with the public and with fellow employees reflects positively on the District. The recipients for 2017-2018 are Sherry Kully and Marilyn Kula.

f. **James R. Brown Award** – The Board of Education will present the James R. Brown Award. This award is presented annually to a Certificated or Classified administrator for exemplary leadership skills and significant contribution to advancing the quality of public education. The recipient for 2017-2018 is Suzanne Risse.

g. **Burtis E. Taylor Award** – The Board of Education will present the Burtis E. Taylor Award. Initiated in 1982, the award symbolizes the highest degree of dedication to public education as exemplified by Dr. Burtis E. Taylor, retired Superintendent of the Glendale School District. The recipient for 2017-2018 is Mary O’Keefe.

E. 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.

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.

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 – 7:00 P.M.

1. Call to Order

H. COMMUNICATIONS FROM PUBLIC

1. Public Communications

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I. PUBLIC HEARING

1. Public Hearing on the District's 2018-19 Budget

12

This report has been prepared in order to provide members of the Board of Education and the public an opportunity for discussion regarding the District's 2018-19 Budget. Additionally, staff will make a presentation and answer questions from the Board.

2. District's Proposed 2017 -2020 LCAP

54

This LCAP report has been prepared in order to provide members of the Board of Education and the public an opportunity for discussion regarding the District's proposed 2017-2020 LCAP. Additionally, staff will provide an LCAP overview presentation and answer questions from the Board.

3. Use of Education Protection Account Revenue for 2018-19 Non-Administrative Expenditures as Required By Article XIII, Section 36 of the California Constitution (Refer to Consent Calendar No. 7)

J. INFORMATION

1. Acknowledgements of Service

69

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. Amendment to Property Exchange Agreement between Glendale Unified School District and Carmel Partners Realty, LLC

72

This agenda item provides information regarding an amendment to the Property Exchange agreement between Glendale Unified School District and Carmel Partners Realty, LLC.

3. Board of Education Priorities for 2018-2019

90

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.

4. Update on Measure S and Facility Programs

92

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

J. INFORMATION - continued

- 5. Proposed New or Revised Board Policies Relating to Students, Students-Welfare; Community Relations; and Philosophy, Goals, Objectives and Comprehensive Plans 93**
- This report will provide the Board of Education with information on the need to create a new or revise existing Board Policies (BP) 5113.1 (Chronic Absence and Truancy); BP 5145.13 (Response to Immigration Enforcement); BP 5144 (Discipline); BP 5145.3 (Nondiscrimination/Harassment); BP 1330 (Public Activities Involving Staff, Students or School Facilities-Use of School Facilities); and BP 0410 (Nondiscrimination in District Programs and Activities) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.
- 6. Proposed Course of Study Outlines for Use in High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures 115**
- The proposed course of study outlines (Life Management & Career Development; Construction 1-2; Construction 3-4; Construction 5-6; Technical Cabinet Making & Carpentry 7-8; Technical Cabinet Making & Carpentry 9-10; Honors Studio Art 3-4; and Japanese Language & 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 World Languages and Cultures 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.
- 7. Proposed Basic and Supplementary Textbooks for Use in Elementary, Middle and High Schools in the Areas of Career Technical Education, Social Science, Mathematics, English, and Foreign Language Academies of Glendale (FLAG) 171**
- 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, Social Science, Mathematics, and English 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.
- 8. Glendale Community College Elementary Enrichment Summer School Program 2018 175**
- This report provides the Board of Education with information on the summer school enrichment program available to elementary school students for the summer of 2018.

K. ACTION

- 1. Approval of Secondary Mathematics Textbook Adoption for Integrated Math I-III 176**
- The Superintendent recommends that the Board of Education approve the adoption of College Preparatory Mathematics (CPM) as the Integrated Math I-III curriculum materials, to be supplemented by additional resources, for Integrated Math I, II, and III.
- 2. Approval of Change Order No. 3 to Bid No. 111-15/16 with ACC Contractors, Inc. for the Overcrowding Relief Grant 2-Story Building at Muir Elementary School and Notice of Completion 178**
- The Superintendent recommends that the Board of Education approve Change Order No. 3 to Bid No. 111-15/16 with ACC Contractors, Inc. for the Overcrowding Relief Grant 2-Story Building at Muir Elementary School in the amount of \$76,478.86 and a Notice of Completion.

K. ACTION - continued

- 3. Approval of Independent Contractor Agreement Nos. 472 through 482 with Convergent Technologies for Installation of Security Surveillance Systems at Various School Sites 183**

The Superintendent recommends that the Board of Education approve Independent Contractor Agreement Nos. 472 through 482 with Convergent Technologies for the installation of security surveillance systems at various school sites for a cumulative cost of \$281,113.27.
- 4. Approval of Modification to the Award of Bid No. 170-17/18 for Play Area Improvements at Various School Sites 393**

The Superintendent recommends that the Board of Education approve the modification to the award of Bid No. 170-17/18 for Play Area Improvements at various school sites in the amount of \$79,400.00 to Paradise Construction & Contract Management, Inc.
- 5. Award of Bid No. 172-17/18 for Installation of Portable Classroom Buildings at Dunsmore Elementary School, Phase II 394**

The Superintendent recommends that the Board of Education award Bid No. 172-17/18 for the installation of portable classrooms at Dunsmore Elementary School, Phase II to Golden Phoenix Construction Co., Inc. in the amount of \$168,000.00.
- 6. Award and Rejection of Bid No. 173-17/18 for Installation of Portable Classrooms at Balboa Elementary School 395**

The Superintendent recommends that the Board of Education award the Alternate No. 3 portion of Bid No. 173-17/18 for the installation of portable classrooms at Balboa Elementary School to Paradise Construction & Contract Management, Inc. in the amount of \$7,000.00 and reject the base bid.
- 7. Approval of Glendale High School Chiller Replacement Project and Budget Allocation 396**

The Superintendent recommends that the Board of Education approve the Glendale High School Chiller Replacement Project and a Budget Allocation of \$1,000,000.
- 8. Resolution No. 32 Authorizing Debt Service Estimate to be Provided to the County of Los Angeles Respecting Authorized but Unsold General Obligation Bonds of the Glendale Unified School District for Fiscal Year 2018-19 397**

The Superintendent recommends that the Board of Education adopt Resolution No. 32 Authorizing Debt Service Estimate to be Provided to the County of Los Angeles Respecting Authorized but Unsold General Obligation Bonds of the Glendale Unified School District for Fiscal Year 2018-19.
- 9. Award of CEQA Consulting Services Contract for Crescenta Valley High School Stadium Bleachers and Lights 401**

The Superintendent recommends that the Board of Education approve a contract for CEQA Consulting Services for Crescenta Valley High School Stadium Bleachers and Lights with PlaceWorks in the amount of \$153,112.00.
- 10. Resolution No. 18 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC 402**

The Superintendent recommends that the Board of Education adopt Resolution No. 18 – Giving Notice of Intention to Grant a "No-Build" Easement to Carmel Partners Realty Investors, LLC.

K. ACTION - continued

- 11. Resolution No. 19 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC 406**
- The Superintendent recommends that the Board of Education adopt Resolution No. 19 – Giving Notice of Intention to Grant a "Tieback" Easement to Carmel Partners Realty Investors, LLC.
- 12. Approval for Renewal with Aequitas for Q Maintenance/Support 410**
- The Superintendent recommends that the Board of Education approve the annual maintenance and support renewal for the District's Q Student Information System with Aequitas for the 2018-19 school year for a total amount of \$87,272.67.
- 13. Approval for Renewal of Contract with Blackboard 412**
- The Superintendent recommends that the Board of Education approve the renewal for annual Blackboard services for the 2018-2019 school year in the amount of \$144,098.01.
- 14. Approval for Renewal of Cisco SMARTnet Maintenance and Support with AMS.net 415**
- The Superintendent recommends that the Board of Education approve the renewal of Cisco SMARTnet maintenance and support with AMS.net for the 2018-2019 school year for a total amount of \$159,819.09.
- 15. Approval of Purchase of Cisco Web Filter and Malware Protection from AMS.net 421**
- The Superintendent recommends that the Board of Education approve the purchase of Cisco Umbrella Web Filter and Cisco Advanced Malware Protection (AMP) from AMS.net for a total amount of \$294,537.50 for a 3-year subscription.

L. 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 427**
- The Superintendent recommends that the Board of Education approve the Minutes, as listed.
- a. Regular Meeting No. 28 May 15, 2018
 - b. Regular Meeting No. 29 May 22, 2018
- 2. Certificated Personnel Report No. 19 445**
- The certificated report recommends approval of the following:
- Maternity leaves of absence, an extension of maternity leave of absence, parental leaves of absence, health leaves of absence, a change of health leave of absence, an extension of health leave of absence, family & medical leaves of absence, extension of family & medical leaves of absence, a general purpose leave, additional assignments, change of management positions, change of assignments, elections hourly/daily, additional compensation, a transportation authorization, a revision to previous personnel report, personal services agreements and conference/workshop/meeting authorizations.

L. CONSENT CALENDAR - continued

- 3. Classified Personnel Report No. 18 462**
- The classified report recommends approval of the following:
- Intermittent family & medical leave of absence; extension of medical leave of absence; extension of family & medical leave of absence; election from eligibility list; termination - probationary; additional assignment temporary - at established rate of pay; change of assignment; election of classified hourly substitute; personal services agreements; and transportation authorization.
- 4. Warrants 474**
- The Superintendent recommends that the Board of Education approve Warrants totaling \$1,588,333.78 for May 10, 2018 through May 25, 2018.
- 5. Purchase Orders 475**
- The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$2,955,607.64 for the period of April 30, 2018 through May 18, 2018.
- 6. Appropriation Transfer and Budget Revision Report 496**
- 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.
- 7. Resolution No. 33 - Use of Education Protection Account Revenue for 2018-19 Non-Administrative Expenditures as Required by Article XIII, Section 36 of the California Constitution 501**
- The Superintendent recommends that the Board of Education, following a public hearing, adopt Resolution No. 33 on the use of Education Protection Account Revenue for 2018-19 Non-Administrative Expenditures as required by Article XIII, Section 36 of the California Constitution.
- 8. District Membership in Designated Associations and Organizations for 2018-19 504**
- The Superintendent recommends that the Board of Education approve District memberships in the designated associations and organizations for 2018-19.
- 9. Memorandum of Understanding (MOU) with the Glendale Family YMCA for Use of Facilities 506**
- The Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the Glendale Family YMCA for use of the YMCA facilities by Daily Continuation High School and use of Administration Parking lot by the Glendale YMCA.
- 10. Agreement with the Glendale Family YMCA for Use of Facilities by the Special Education Transition Program 509**
- The Superintendent recommends that the Board of Education approve an agreement with the Glendale Family YMCA in the amount of \$1,600 for use of facilities in conjunction with the Special Education Transition Program for 2018-19 school year.
- 11. Agreement with the Los Angeles County Office of Education for Data Processing Services, 2018-19 512**
- The Superintendent recommends that the Board of Education approve an agreement with the Los Angeles County Office of Education (LACOE) for Labor Distribution Data Processing Services for fiscal year 2018-19.

L. CONSENT CALENDAR - continued

12. Agreement with the Los Angeles County Office of Education for Business and Financial Data Processing Services, 2018-19 520

The Superintendent recommends that the Board of Education approve an agreement with the Los Angeles County Office of Education (LACOE) for financial on-line services for 2018-19.

13. Approval of Memorandum of Understanding with Davidian and Mariamian Educational Foundation for Rental of Unoccupied Space 534

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Davidian and Mariamian Educational Foundation regarding rental of space at the Pacific Avenue Education Center.

14. Approval of Agreement with Glendale Community College for Use of Facilities 537

The Superintendent recommends that the Board of Education approve the facility use agreement with Glendale Community College for the 2018-19 school year.

15. Extension of Memorandum of Understanding with Glendale Young Women’s Christian Association (YWCA) 540

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Glendale Young Women’s Christian Association (YWCA) for the rental of R.D. White parking lot for overflow parking.

16. Extension of RFP No. P-9-15/16 for Relocation (Moving) Services 545

The Superintendent recommends that the Board of Education extend RFP No. P-9-15/16 for relocation (moving) services with Beltmann Group and Mover Services, Inc.

17. Authorization to Dispose of Surplus Property 546

The Superintendent recommends that the Board of Education declare a 3-door refrigerator located at Rosemont Middle School; student desks located at Rosemont Middle School; vehicles located at Facility and Support Operations; and various furniture items located at Jefferson, La Crescenta, and Verdugo Woodlands Elementary Schools as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

18. Approval of Memorandum of Understanding with Glendale Police Department for Camera Access 548

The Superintendent recommends that the Board of Education approve the Glendale Police Department’s request to enter into a Memorandum of Understanding 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.

19. Approval of Istation Reading Program for Spanish FLAG Elementary Classes 556

The Superintendent recommends that the Board of Education approve the purchase of online licenses in the amount of \$21,600 for the Istation Reading Program for elementary school students in the Spanish FLAG program at Edison, Franklin, and Muir Elementary Schools.

20. Approval of Course of Study Outlines for Use in Middle and High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures 561

The Superintendent recommends that the Board of Education approve 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) for use in middle and high schools in the areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures.

L. CONSENT CALENDAR - continued

- 21. Approval of Basic and Supplementary Textbooks for Use in Elementary, Middle and High Schools in the Areas of Career Technical Education and World Languages and Cultures/FLAG 603**
- The Superintendent recommends that the Board of Education approve basic and supplementary textbooks for use in elementary, middle and high schools in the areas of Career Technical Education and World Languages and Cultures/FLAG.
- 22. Approval for Renewal of E-Rate Consulting Services for 2018-2019 School Year 606**
- The Superintendent recommends that the Board of Education approve the annual E-Rate consulting services with Nancy von Langen-Scott NVLS Professional Services, LLC for the 2018-19 school year for an amount not to exceed \$26,000.00.
- 23. Approval of New or Revised Board Policies Relating to Instruction and Business and Noninstructional Operations 615**
- The Superintendent recommends that the Board of Education approve new or revised 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.
- 24. Acceptance of DonorsChoose Awards 625**
- The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support a project submitted by Hoover High School.
- 25. Approval of Amended Agreement with the Los Angeles County Sheriff's Department for Law Enforcement Services 626**
- The Superintendent recommends that the Board of Education approve an amended agreement with the Los Angeles County Sheriff's Department to increase the existing agreement by \$14,853.90. The agreement provides additional law enforcement services, which include, but are not limited to, a School Resource Officer (SRO) at Rosemont Middle School and Crescenta Valley High School.
- 26. Service Agreement with ChildCare Careers, LLC dba The Education Team 629**
- The Superintendent recommends that the Board of Education approve a Service Agreement between Glendale Unified School District and ChildCare Careers, LLC dba The Education Team and that the Assistant Superintendent, Human Resources, be authorized to execute the Agreement.
- 27. Approval of Agreement with Rob Wiltsey Creative Partners LLC 637**
- The Superintendent recommends that the Board of Education approve the agreement with Rob Wiltsey Creative Partners, LLC for videography to enhance the GUSD brand and build community awareness for an amount not to exceed \$25,200.
- 28. Acceptance of Gifts 653**
- The Superintendent recommends that gifts to the District be accepted and that letters of appreciation be written to the donors.

M. REPORTS AND CORRESPONDENCE

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

N. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

PUBLIC HEARING NO. 1

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: **2018-19 Proposed Budget**

This Proposed Budget report provides a picture of the District's financial condition after the May Revised Budget. The Los Angeles County Office of Education requires the Proposed Budget presented in the Public Hearing to be identical to the Adopted Budget.

Illustrated below is a summary of the State budget and budget guidelines, as well as, the financial condition of the Glendale Unified School District for the Proposed 2018-19 Budget Report. In addition, the 2018-19 Proposed Budget Report contains detailed budget assumptions, multi-year projections, and the reserve exceeding minimum Reserve for Economic Uncertainties for presentation at the public hearing.

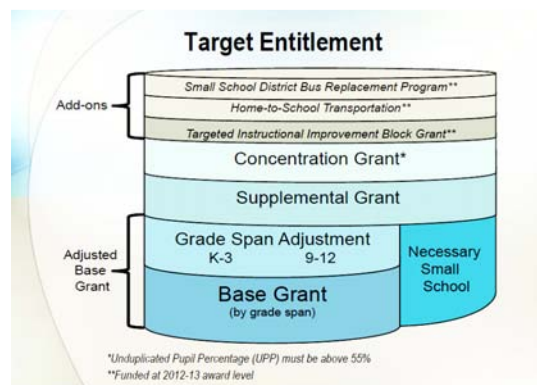
In his final State Budget proposal of his four terms as Governor of California, Governor Brown's 2018-19 May Revision paints a bright, but cautious, fiscal picture, noting that the January 2018 State Budget proposal included a healthy reserve and that revenues have continued to grow since. However, given the automatic cost increases LEAs are facing, it is a significant challenge to merely maintain current programs, let alone augment them.

Local Control Funding Formula (LCFF)

The funding basis under the LCFF shifts from a primarily Average Daily Attendance (ADA) driven model to one that places emphasis on the student population/demographics, in addition to, the District's ADA. **LCFF is a restoration funding model** and the Governor's goal was to reach full funding by 2020-21; however, the May Revise proposes full funding implementation in 2018-19.

Upon full implementation under the State's plan, district funding would be equivalent to the 2007-08 funding levels. However, the LCFF addresses an LEA's revenues, and not the increasing cost of CalSTRS and CalPERS. Based on the analysis done by School Services of California (SSC), approximately \$2.8 billion of the \$20 billion in new LCFF funding, or 14%, has been used to fund these costs. These employer rate increases will continue well beyond full implementation of the LCFF. Since full funding of the LCFF has not been adjusted for these local costs, purchasing power will not be fully restored. The estimated accumulated loss to GUSD is currently \$283 million.

The Target Entitlement represents what a Local Educational Agency (LEA) will receive at full implementation. It is calculated annually based on student population (ADA, enrollment, Unduplicated Pupil Percentage (UPP): foster youth, socioeconomically disadvantaged, and English learners). As illustrated below, it contains multiple funding allocations.



- At full LCFF implementation, what can LEAs expect?
 - Base grant funding will be equalized across all LEAs
 - Supplemental and concentration grant funding will be determined by the LEA's UPP
 - Annual growth in LCFF funding will be determined by (1) the change in LEA's ADA, and (2) the statutory COLA
 - Transitional Kindergarten (TK)-3 class sizes must be at or below an average of 24
 - Unless there is alternative language in the collective bargaining agreement (CBA)
 - The Minimum Proportionality Percentage (MPP) requirement becomes more stringent
- Proposition 98 funding, in excess of LCFF requirements for growth and COLA, can be available for new or expanded programs or discretionary increases to LCFF
- Administration proposes to continuously appropriate funding for LCFF, including COLA

The District's 2018-19 Proposed Budget was developed based on the Governor's "May Revise", prior to legislature approval. The Los Angeles County Office of Education requires the Proposed Budget presented in the Public Hearing to be identical to the budget adopted in June.

2018-19 Governor's "May Revise" for the State Budget and K-12 Education

Per the Governor's "May Revise" budget for 2018-19, the current year (2017-18) minimum guarantee increased by \$407 million from the January Budget proposal to \$75.6 billion. The May Revision also proposes a \$68 million increase for 2018-19 from the January proposal in Proposition 98 funding to \$78.4 billion. In May Revision, there is also an additional \$286 million to the January proposal of \$1.8 billion in one-time discretionary funds for 2018-19.

The following pages contain multi-year budget assumptions, explanations and a summary of the District's proposed budget for 2018-19.

2018-19 Primary Budget Components

- The net impact of COLA, gap funding and ADA changes, results in projected net revenue increases of \$16 million in 2018-19 and \$7.5 million in 2019-20.
- The current 2017-18 CalSTRS employer rate is 14.43%. The Governor's revised CalSTRS rate would result in 1.85% rate increase in 2018-19 for an estimated amount of \$2.1 million and an additional increase of 1.85% in each future year until the rate stabilizes in 2021-22, for an estimated cumulative impact of \$55.2 million compared to the base of 2017-18 rate.
- The District's net increase of LCFF from 2017-18 to 2018-19 is \$531 per Average Daily Attendance (ADA).
- One Time Discretionary Funding is projected at \$344 per ADA. This equates to approximately \$8.7 million for Glendale USD. The funds are unrestricted and the use of the dollars is discretionary. Consistent with prior year proposals, the funds provided will offset outstanding mandate reimbursement claims.
- The District's estimated Unduplicated Pupil Percentage for supplemental and concentration funding has increased from 54.75% in 2018 to 55.16%.
- Lottery revenue is estimated to be \$140 per ADA for unrestricted purposes and \$41 for restricted purposes.

Adjustments to the 2018-19 budgets that will be utilizing new revenues are listed in the Attachment B.

There will be some additional changes as the District moves through the implementation of LCAP and the budget.

2018-19 General Fund Revenue Components

The District receives funding for its general operations from various sources. A breakdown of the major funding sources is illustrated below:

Description	Unrestricted	Restricted	Combined
Local Control Funding Formula	\$ 235,751,710	\$ -	\$ 235,751,710
Federal Revenues	200,000	12,663,443	12,863,443
Other State Revenues	13,447,189	18,034,586	31,481,775
Other Local Revenues	4,842,427	7,867,030	12,709,457
TOTAL	\$ 254,241,326	\$ 38,565,059	\$ 292,806,385

2018-19 Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, the largest part of the expenditures are salaries and benefits that comprise approximately 90.20% of the District's unrestricted budget, and approximately 86.26% of the total General Fund budget.

Description	Unrestricted	Restricted	Combined
Certificated Salaries	\$ 105,017,459	\$ 23,493,628	\$ 128,511,087
Classified Salaries	25,189,526	17,069,633	42,259,159
Benefits	59,252,730	17,832,922	77,085,652
Books and Supplies	3,867,111	4,061,696	7,928,807
Other Operating Expenditures	17,292,210	13,550,636	30,842,846
Capital Outlay	89,841	61,717	151,558
Other Outgo	(665,910)	1,230,910	565,000
TOTAL	\$ 210,042,967	\$ 77,301,142	\$ 287,344,109

Multi-Year Budget Assumptions Components

- The District's multi-year enrollment is projected to increase 139 students in 2018-19 and continue to increase 88 students in 2019-20.
- The District's projected net increase of LCFF per ADA in 2019-20 is \$262, and the projected net increase per ADA in 2020-21 is \$236.
- The unduplicated pupil count is 55.16% for 2018-19 and 55.59% for 2019-20.
- The Governor's proposals reflect categorical COLA's at 1.56% for 2017-18, 2.71% for 2018-19 and 2.57% for 2019-20. As stated previously, most state revenues have been shifted to the new LCFF account.
- The workers compensation rate is budgeted at 2.232% for 2018-19 and 2019-20.
- Health and Welfare 2018-19 (only) inflation reduced from 9% to 8.6% for \$2.8 million. However, Health and Welfare inflation is estimated at 9% for the future years.

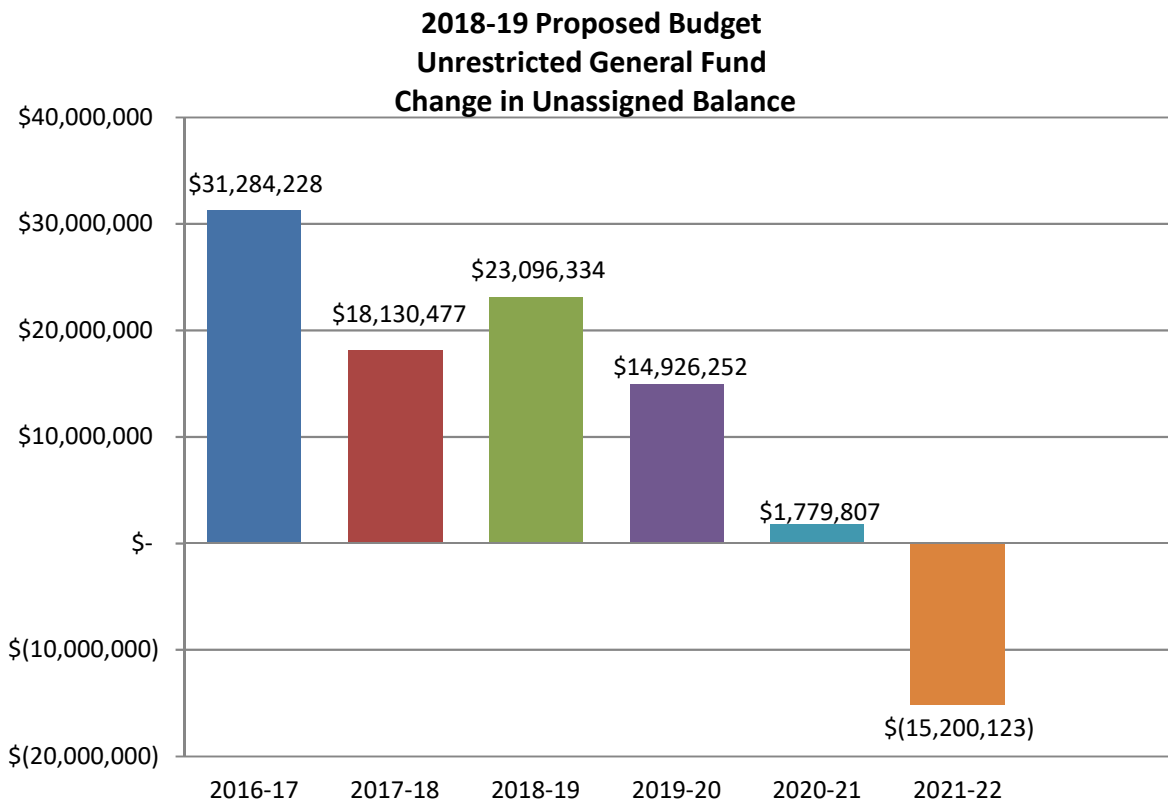
Solvency Savings Plan

In the 2017-18 June Budget Adoption, there were revenue assumptions and expenditure reductions for solvency savings projected at \$7.6 million for 2017-18. A Board approved fiscal stabilization plan will be submitted to Los Angeles County Office of Education (LACOE) with the 2018-19 Proposed Budget. In the fiscal stabilization plan, the Board of Education will identify the specific areas to reduce, up to the \$3.6 million of ongoing expenditures and increased revenues.

Attachment D shows the updated estimated savings and expenditure reductions as of May 2018. A continuous analysis of the Solvency Savings Plan will be done to monitor the actual savings and to modify, change, or increase savings as needed.

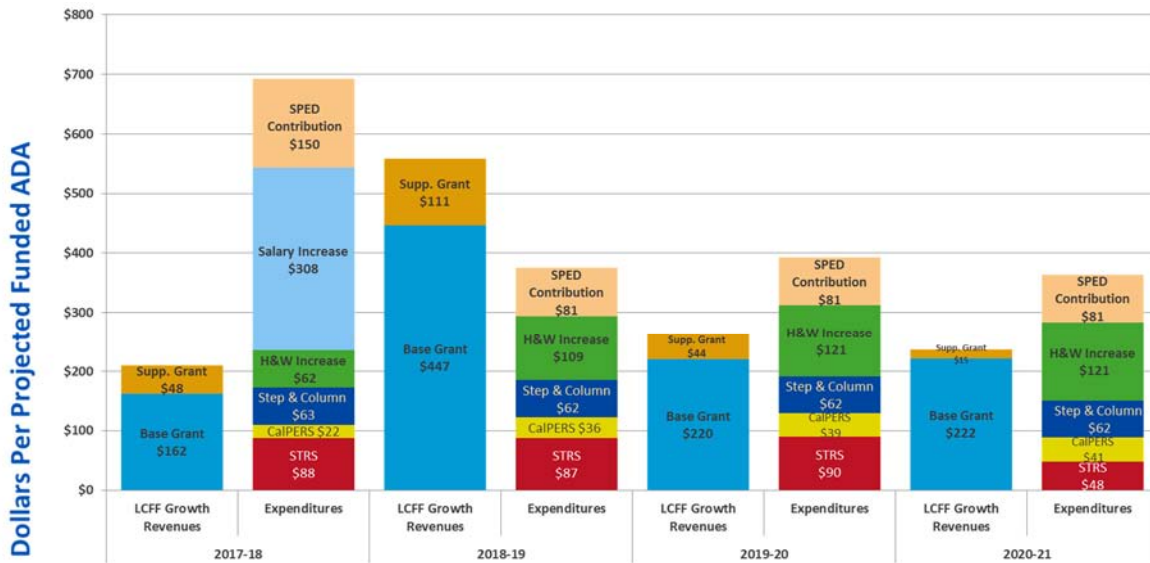
Cautions and Challenges

- Projecting the budget forward, the Adjusted Ending Balance in the Unrestricted General Fund is estimated to be a negative \$15.2 million for 2021-22. This is taking into account a budget reduction of \$7.5 million in 2017-18 and, an additional \$3.6 million 2018-19. Even if the future funds materialize, the District needs to have a plan to reduce expenses to end the deficit spending pattern.



- Below is a visual comparison of the non-cumulative LCFF Base Gap Funding and ONLY the non-cumulative CalSTRS/CalPERS, Health and Welfare, and Step and Column increases for the next four years. As illustrated, starting in 2017-18 base gap funding alone is less than the combined costs of STRS/PERS, Step and Column, and benefits. When considering all other District expenditures, such as salary increases, instructional material costs, technology replacement, etc., the actual gap between our revenues and expenditures is far worse. These spending deficits add to our already growing structural deficit, which will need to be rectified.

**GUSD LCFF Increased Revenues Have Automatic Increased Obligations
 Unrestricted General Fund**



Note: The expenditures include the SPED CalSTRS/CalPERS and Step & Column Increases and Subject to Increase with changes in Salaries

Approval of the Reserve Exceeding Minimum Reserve for Economic Uncertainties (REU) in the District's 2018-19 Adopted Budget

The passage of Proposition 2 in November 2014, required that districts would place limits on the level of reserves that school districts can maintain when certain conditions exist. Based on the 2015-16 State Budget Act, not all the conditions of the Proposition were met; therefore, the cap will not be triggered. However, starting in 2015-16, the State requires school districts proposing to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended Reserve for Economic Uncertainties (REU), to provide the ending balance components resulting in the excess and reasons for the excess. This report is in Attachment C for presentation in the public hearing by the Board of Education.

Conclusion

The projection supports that the District **will be able to meet its financial obligations for the current and two subsequent years only with a significant expenditure reduction plan of at least \$11.1 million.** There is also need for a solvency savings plan for 2019-20. It is important to remember that the Governor's May Revision provides NO funding to address the growing obligation for CalSTRS and CalPERS unfunded liability. It provides NO funding for Home-to-School Transportation Programs and NO funding to equalized Assembly Bill (AB) 602 base funding rates for Special Education. The Administration is concerned that if the "solvency savings" and future funding do not materialize, the District will not be able to maintain a minimum reserve of three percent in 2020-21, and additional reductions would be required.

There are concerns with the state politics surrounding whether to fund LCFF beyond the Governor's proposal and/or fund other priorities such as:

- CTE
- Special Education
- Early Education
- One-time discretionary funding and/or one-time grant programs

Multi-year Projections – Final Considerations:

- CalSTRS and CalPERS contributions are still increasing
- Health and welfare contributions are increasing
- Contributions to restricted programs continue to increase
- Flat enrollment will continue to make it difficult to balance the budget
- Expectations are for COLA only years after 2018-19
- Federal funds for various state-administered programs could be cut given the new direction of the president
- Governor Brown has managed the State's finances as if a recession is just around the corner – and so should we:
 - Maintain or build our reserves
 - Develop realistic MYPs
 - Adjust expenditure in line with realistic revenue assumptions

**2017-18 Estimated Actuals and 2018-19 Proposed Budget
Multi-Year Budget Assumptions**

Attachment A

Category	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
<u>Local Control Funding Formula</u>						
- Projected Net District LCFF Revenue Increase	\$9,959,236					
Adopted Budget 2017-18 (June 2017)		\$6,779,517	\$8,816,639	\$7,077,877	\$9,294,995	\$0
State Budget Adoption		\$6,868,268	\$8,309,799	\$6,933,394	\$10,051,466	\$0
First Interim		\$7,410,833	\$7,719,429	\$6,750,439	\$10,282,226	\$0
Second Interim		\$7,619,304	\$12,422,911	\$6,396,061	\$7,701,368	\$7,769,786
Proposed Budget 2018-19		\$5,284,357	\$15,907,706	\$7,464,670	\$6,426,577	\$9,083,723
- Revenue Net Percentage Increase	5.27%	2.47%	6.08%	2.82%	2.48%	3.41%
- Projected Increase In Funding Per ADA	\$405	\$211	\$531	\$262	\$236	\$333
- Total LCFF Funding Per ADA	\$8,531	\$8,742	\$9,273	\$9,535	\$9,771	\$10,104
- Factors Utilized In Revenue Calculations						
Unduplicated Percentage	54.69%					
Adopted Budget 2017-18 (June 2017)		54.78%	54.20%	54.14%	53.94%	53.94%
State Budget Adoption		54.78%	54.20%	54.14%	53.94%	53.94%
First Interim		54.26%	54.20%	54.14%	53.94%	53.94%
Second Interim		54.26%	54.20%	54.14%	53.94%	53.80%
Proposed Budget 2018-19		54.75%	55.16%	55.59%	55.40%	55.27%
Cost of Living Adjustment (COLA)	0.00%					
Adopted Budget 2017-18 (June 2017)		1.56%	2.15%	2.35%	2.57%	0.00%
State Budget Adoption		1.56%	2.15%	2.35%	2.57%	0.00%
First Interim		1.56%	2.15%	2.35%	2.57%	0.00%
Second Interim		1.56%	2.51%	2.41%	2.80%	3.17%
Proposed Budget 2018-19		1.56%	3.00%	2.57%	2.67%	3.42%
Gap Funding	56.08%					
Adopted Budget 2017-18 (June 2017)		43.97%	71.53%	73.51%	100.00%	100.00%
State Budget Adoption		43.19%	66.12%	64.92%	100.00%	100.00%
First Interim		43.19%	66.12%	64.92%	100.00%	100.00%
Second Interim		44.97%	100.00%	100.00%	100.00%	100.00%
Proposed Budget 2018-19		45.17%	100.00%	100.00%	100.00%	100.00%
Revenue ADA (Funded)	25,152					
Adopted Budget 2017-18 (June 2017)		25,386	25,487	25,563	25,676	25,676
State Budget Adoption		25,386	25,487	25,563	25,676	25,676
First Interim		25,462	25,487	25,563	25,676	25,676
Second Interim		25,462	25,487	25,563	25,676	25,676
Proposed Budget 2018-19		25,150	25,424	25,509	25,550	25,606
Enrollment	26,075					
Adopted Budget 2017-18 (June 2017)		26,163	26,268	26,346	26,462	26,462
State Budget Adoption		26,163	26,268	26,346	26,462	26,462
First Interim		26,242	26,268	26,346	26,462	26,462
Second Interim		26,163	26,268	26,346	26,462	26,462
Proposed Budget 2018-19		26,071	26,210	26,298	26,340	26,398
Unduplicated Count - Enrollment	14,117					
Adopted Budget 2017-18 (June 2017)		14,217	14,217	14,217	14,217	14,217
State Budget Adoption		14,217	14,217	14,217	14,217	14,217
First Interim		14,217	14,217	14,217	14,217	14,217
Second Interim		14,217	14,217	14,217	14,217	14,217
Proposed Budget 2018-19		14,560	14,560	14,560	14,560	14,560
<u>EMPLOYEE BENEFITS</u>						
- STRS Rates	12.580%	14.430%	16.280%	18.130%	19.100%	19.100%
- PERS Rates	13.888%	15.531%	18.062%	20.800%	23.500%	24.600%
- Workers Compensation	2.743%	2.399%	2.232%	2.232%	2.232%	2.232%
- Retiree Benefits	1.298%	1.298%	1.298%	1.298%	1.298%	1.298%
Utilizing Fund #67.1 Balance	---	---	---	---	---	---
- Health & Welfare Insurance Increase (District-wide)	\$1,788,668	\$1,548,460	\$2,775,767	\$3,082,948	\$3,082,948	\$3,082,948
<u>"SOLVENCY" TRANSFERS</u>						
- Early Retirement Benefit Fund #67.2	\$0	\$0	\$0	\$0	\$0	\$0
- Debt Service Fund #56.0 (for CCSS Program)	\$1,481,351	\$0	\$0	\$0	\$0	\$0

Budget Adjustment Impact on Unrestricted General Fund Ending Balance
2017-18 Estimated Actuals and 2018-19 Proposed Budget
GOVERNOR'S 2018-19 MAY REVISE 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 \$344 per ADA			\$ 8,740,000			
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)		\$ -	\$ 3,550,000	\$ 3,675,000	\$ 3,675,000	\$ 3,675,000
Expenditure Transfers To Educator Effectiveness Grant		\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
MAA Income Received		\$ 622,259	\$ -	\$ -	\$ -	\$ -
Interest Income Adjustment		\$ 294,000	\$ 294,000	\$ 294,000	\$ 294,000	\$ 294,000
Workers Compensation Adjustment		\$ -	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000
LCFF Funding Variables		\$ (2,510,966)	\$ 973,829	\$ 2,042,438	\$ 767,647	\$ 2,581,584
2017-18 Projected Actual Savings		\$ 4,000,000	\$ -	\$ -	\$ -	\$ -
Title II Federal CSR Income Adjustments		\$ 400,000	\$ (430,000)	\$ (430,000)	\$ (430,000)	\$ (430,000)
Yard Duty Aids		\$ -	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)
Panorama Contract and CMHS SRO		\$ -	\$ (203,000)	\$ (203,000)	\$ (203,000)	\$ (203,000)
2018-19 Health and Welfare Projected Savings		\$ -	\$ 300,000	\$ -	\$ -	\$ -
Teaching and Learning Adjustments		\$ (500,000)	\$ (500,000)	\$ (500,000)	\$ (500,000)	\$ (500,000)
Move Certain LEA Billing Prog. Expenses To General Fund (solvency multi-year balance draw ended)			\$ (495,000)	\$ (495,000)	\$ (495,000)	\$ (495,000)
FASO Wall		\$ (200,000)				
RRM 3% Contribution Increase		\$ -	\$ (175,100)	\$ (175,100)	\$ (175,100)	\$ (175,100)
MYP Variable Adjustments		\$ -	\$ -	\$ 329,276	\$ 280,776	\$ 513,663
LACOE Charges		\$ (280,000)	\$ (280,000)	\$ (280,000)	\$ (280,000)	\$ (280,000)
Current Year Impact	\$ -	\$ (4,934,721)	\$ 9,851,876	\$ 1,652,945	\$ (41,077)	\$ 9,775,533
Cumulative Impact to Ending Balance	\$ -	\$ (4,934,721)	\$ 4,917,155	\$ 6,570,101	\$ 6,529,024	\$ 16,304,557
Adjusted Ending Balance Projection	\$ 47,212,610	\$ 35,417,831	\$ 39,006,334	\$ 32,909,661	\$ 26,059,185	\$ 22,584,886
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	\$ 8,749,878	\$ 8,676,536	\$ 8,931,139	\$ 9,147,665	\$ 9,320,422
Reserve For Future LACOE System Charges	\$ 1,400,000	\$ 1,120,000	\$ 840,000	\$ 560,000	\$ 280,000	\$ -
Reserve LCFF Net Income Growth less STRS/PERS/Special Education Increases		\$ -	\$ -	\$ 2,869,740	\$ 8,577,221	\$ 21,538,133
Reserve for Carry-Overs, MAA, Board Elections	\$ 5,049,878	\$ 3,519,170	\$ 3,519,170	\$ 3,519,170	\$ 3,519,170	\$ 3,519,170
Reserve For 2017-18 CSEA 1.5% Salary Increase		\$ -	\$ 651,962	\$ 1,303,924	\$ 1,955,886	\$ 2,607,848
Reserve for One-Time 2017-18 Discretionary Funding		\$ -	\$ 2,445,792	\$ 1,222,896	\$ -	\$ -
Reserve for 2018-19 FASO Wall Costs		\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -
Release The Reserve for One-Time 2018-19 Discretionary Funding		\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Balance in Excess of Assigned And 3% Reserve	\$ 31,284,228	\$ 18,130,477	\$ 23,096,334	\$ 14,926,252	\$ 1,779,807	\$ (15,200,123)

GLENDALE UNIFIED SCHOOL DISTRICT

ATTACHMENT C

2017-18 Estimated Actuals & 2018-19 Proposed Budget

Per Education Code Section 42127(a)(2)(B), the following reserve exceeding minimum Reserve for Economic Uncertainties was presented at a public hearing on June 4, 2018 and to be Adopted on June 19, 2018.

Components Based on the June 2018-19 Proposed Budget	2017-18	MYP		
		2018-19	2019-20	2020-21
(A) 3% Mandated Reserve for Economic Uncertainties (REU)	8,749,878	8,676,536	8,931,139	9,147,665
(B) Assigned Amounts (from below F1 + F2 + F3 + F4 + F5+F6+F7)	7,936,924	7,085,990	8,904,796	14,984,239
(C) Unassigned/Unappropriated Balance (CDE MYP lines D.3.e1 + D.3.e2) C = A + F8	26,880,355	31,772,870	23,857,391	10,927,472
(D) Total of Assigned + Unassigned/Unappropriated Balance (B + C)	34,817,279	38,858,860	32,762,187	25,911,711
(E) Reserve Exceeding Minimum Reserve for Economic Uncertainties (REU) E = D - A (same as line F Sub-total below)	26,067,401	30,182,324	23,831,048	16,764,046
(F) Reasons for reserves in excess of minimum REU:				
1 Reserve for Future LACOE Charges	1,120,000	840,000	560,000	280,000
2 Reserve LCFF Net Income Growth less STRS/PERS/SPED Increases	0	0	2,869,740	8,577,221
3 Reserve for Regular Carry-Over & MAA	3,519,170	3,519,170	3,519,170	3,519,170
4 Reserve for 2017-18 CSEA 1.5% Salary Increase	651,962	1,303,924	1,955,886	2,607,848
5 Reserve for One-Time 2017-18 Discretionary Funding	2,445,792	1,222,896	0	0
6 Reserve for 2018-19 FASO Wall Costs	200,000	200,000	0	0
7 Reserve for One-Time 2018-19 Discretionary Funding Is Released	0	0	0	0
8 Unassigned Balance for Operational Solvency	18,130,477	23,096,334	14,926,252	1,779,807
Sub-total Reserve Exceeding Minimum REU (same as line E above)	26,067,401	30,182,324	23,831,048	16,764,046

Glendale USD

Possible Budget Increases/Reductions 2018-19	
Revenue Increases	Estimated
Increase enrollment of net +50 students – over 2017-18	\$ 435,000
Increase lease revenue – through possible building exchange transaction?	200,000
Expenditure Reductions	
Software subscriptions	50,000
District office supplies	25,000
Review use of outside services	50,000
Examine Cost of 3rd party contracts	50,000
Reduce cost of Clark Magnet transportation (and/or increase fee)	200,000
Reduce cost of SPED transportation	250,000
Reduce cost of FASO vehicle fleet	20,000
Review administrative staffing level	400,000
Review Classified Staffing level	600,000
Identify areas for SPED reductions	240,000
Reduce sub days for professional development	20,000
Review certificated staffing level	1,000,000
Various Principal additional assignment savings	10,000
Total	\$ 3,550,000

GENERAL FUND
Unrestricted Program Only
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
A. REVENUES					
1) Revenue Limit Sources	8010-8099	235,751,710	243,216,380	249,642,957	258,726,680
2) Federal Revenues	8100-8299	200,000	200,000	200,000	200,000
3) Other State Revenues	8300-8599	13,447,189	4,719,464	4,725,385	4,733,472
4) Other Local Revenues	8600-8799	4,842,427	4,842,427	4,842,427	4,842,427
5) TOTAL REVENUES		254,241,326	252,978,271	259,410,769	268,502,579
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	105,017,459	105,735,625	106,280,973	107,011,774
2) Classified Salaries	2000-2999	25,189,526	26,489,526	27,789,526	29,089,526
3) Employee Benefits	3000-3999	59,252,730	65,460,964	70,566,958	74,013,292
4) Books and Supplies	4000-4999	3,867,111	3,880,095	3,886,292	3,894,850
5) Services, Other Operatin Expense	5000-5999	17,292,210	17,539,621	17,799,402	18,072,172
6) Capital Outlay	6000-6999	89,841	89,841	89,841	89,841
7) Other Outgo	7100-7299	436,000	436,000	436,000	436,000
8) Direct Support/Indirect Cost	7300-7399	(1,101,910)	(1,101,603)	(1,101,608)	(1,101,610)
9) TOTAL EXPENDITURES		210,042,967	218,530,069	225,747,384	231,505,845
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
		44,198,359	34,448,202	33,663,385	36,996,734
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In	8910-8929	0	0	0	0
b) Transfers Out	7610-7629	1,015,000	1,015,000	1,015,000	1,015,000
2) Other Sources					
Other Uses	7630-7699	0	0	0	0
3) Contributions to Restrict Programs					
	8980-8999	(39,594,856)	(39,529,875)	(39,498,861)	(39,456,033)
4) TOTAL, OTHER SOURCES/USES					
		(40,609,856)	(40,544,875)	(40,513,861)	(40,471,033)

GENERAL FUND
Unrestricted Program Only
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
E. NET INCREASE (DECREASE)					
IN FUND BALANCE					
What If? Sources		0	0	0	0
What If? Uses		0	0	0	0
Total (What If + C + D4)		3,588,503	(6,096,673)	(6,850,476)	(3,474,299)
F. FUND BALANCE, RESERVES					
1) Beginning Balance		35,417,831	39,006,334	32,909,661	26,059,185
a) Adjustments		0	0	0	0
b) Net Beginning Balance		35,417,831	39,006,334	32,909,661	26,059,185
2) Ending Balance (E + F1b)		39,006,334	32,909,661	26,059,185	22,584,886
COMPONENTS OF ENDING FUND BALANCE					
a) Reserved Amounts					
Revolving Cash	9711	70,000	70,000	70,000	70,000
Stores	9712	77,474	77,474	77,474	77,474
Other, Prepay, Etc.	9719	0	0	0	0
General Reserve	9730	0	0	0	0
Legally Restricted Balances	9740	0	0	0	0
b) Designated Amounts					
For Economic					
Uncertainties	9770	8,676,536	8,931,139	9,147,665	9,320,422
Other Designated	9780	7,085,990	8,904,796	14,984,239	28,317,113
	97yy	0	0	0	0
c) FREE Balance	9790	23,096,334	14,926,252	1,779,807	0
d) (DEFICIT) Balance	9790	0	0	0	(15,200,123)

GENERAL FUND
Restricted Program Only
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
A. REVENUES					
1) Revenue Limit Sources	8010-8099	0	0	0	0
2) Federal Revenues	8100-8299	12,663,443	12,679,038	12,686,481	12,696,759
3) Other State Revenues	8300-8599	18,034,586	18,083,972	18,107,543	18,140,093
4) Other Local Revenues	8600-8799	7,867,030	7,867,030	7,867,030	7,867,030
5) TOTAL REVENUES		38,565,059	38,630,040	38,661,054	38,703,882
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	23,493,628	23,492,328	23,492,399	23,492,423
2) Classified Salaries	2000-2999	17,069,633	17,070,152	17,070,190	17,070,203
3) Employee Benefits	3000-3999	17,832,922	17,833,609	17,833,657	17,833,672
4) Books and Supplies	4000-4999	4,061,696	4,061,830	4,061,864	4,061,875
5) Services, Other Operatin Expense	5000-5999	13,550,636	13,550,281	13,550,304	13,550,312
6) Capital Outlay	6000-6999	61,717	61,717	61,717	61,717
7) Other Outgo	7100-7299	530,000	530,327	530,326	530,326
8) Direct Support/Indirect Cost	7300-7399	700,910	700,603	700,608	700,610
9) TOTAL EXPENDITURES		77,301,142	77,300,847	77,301,065	77,301,138
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
		(38,736,083)	(38,670,807)	(38,640,011)	(38,597,256)
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In	8910-8929	0	0	0	0
b) Transfers Out	7610-7629	858,773	858,723	858,734	858,738
2) Other Sources					
Other Uses	7630-7699	0	0	0	0
3) Contributions to Restrict Programs					
	8980-8999	39,594,856	39,529,875	39,498,861	39,456,033
4) TOTAL, OTHER SOURCES/USES		38,736,083	38,671,152	38,640,127	38,597,295

**GENERAL FUND
Restricted Program Only**

**REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE**

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
E. NET INCREASE (DECREASE) IN FUND BALANCE					
What If? Sources		0	0	0	0
What If? Uses		0	0	0	0
Total (What If + C + D4)		0	345	116	39
F. FUND BALANCE, RESERVES					
1) Beginning Balance		9,334,810	9,334,810	9,335,155	9,335,271
a) Adjustments		0	0	0	0
b) Net Beginning Balance		9,334,810	9,334,810	9,335,155	9,335,271
2) Ending Balance (E + F1b)		9,334,810	9,335,155	9,335,271	9,335,310
COMPONENTS OF ENDING FUND BALANCE					
a) Reserved Amounts					
Revolving Cash	9711	0	0	0	0
Stores	9712	0	0	0	0
Other, Prepay, Etc.	9719	0	0	0	0
General Reserve	9730	0	0	0	0
Legally Restricted Balances	9740	9,334,810	9,335,155	9,335,271	9,335,310
b) Designated Amounts					
For Economic Uncertainties	9770	0	0	0	0
Other Designated	9780	0	0	0	0
	97yy	0	0	0	0
c) FREE Balance	9790	0	0	0	0
d) (DEFICIT) Balance	9790	0	0	0	0

GENERAL FUND
Unrestricted And Restricted
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
A. REVENUES					
1) Revenue Limit Sources	8010-8099	235,751,710	243,216,380	249,642,957	258,726,680
2) Federal Revenues	8100-8299	12,863,443	12,879,038	12,886,481	12,896,759
3) Other State Revenues	8300-8599	31,481,775	22,803,436	22,832,928	22,873,565
4) Other Local Revenues	8600-8799	12,709,457	12,709,457	12,709,457	12,709,457
5) TOTAL REVENUES		292,806,385	291,608,311	298,071,823	307,206,461
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	128,511,087	129,227,953	129,773,372	130,504,197
2) Classified Salaries	2000-2999	42,259,159	43,559,678	44,859,716	46,159,729
3) Employee Benefits	3000-3999	77,085,652	83,294,573	88,400,615	91,846,964
4) Books and Supplies	4000-4999	7,928,807	7,941,925	7,948,156	7,956,725
5) Services, Other Operatin Expense	5000-5999	30,842,846	31,089,902	31,349,706	31,622,484
6) Capital Outlay	6000-6999	151,558	151,558	151,558	151,558
7) Other Outgo	7100-7299	966,000	966,327	966,326	966,326
8) Direct Support/Indirect Cost	7300-7399	(401,000)	(401,000)	(401,000)	(401,000)
9) TOTAL EXPENDITURES		287,344,109	295,830,916	303,048,449	308,806,983
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
		5,462,276	(4,222,605)	(4,976,626)	(1,600,522)
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In	8910-8929	0	0	0	0
b) Transfers Out	7610-7629	1,873,773	1,873,723	1,873,734	1,873,738
2) Other Sources	8930-8979	0	0	0	0
Other Uses	7630-7699	0	0	0	0
3) Contributions to Restric Programs	8980-8999	0	0	0	0
4) TOTAL, OTHER SOURCES/USES		(1,873,773)	(1,873,723)	(1,873,734)	(1,873,738)

GENERAL FUND
Unrestricted And Restricted
REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE

Long Range Financial Projection (V1)

Description	Account Codes	Base Year 2018/19	Proj. 1 2019/20	Proj. 2 2020/21	Proj. 3 2021/22
E. NET INCREASE (DECREASE)					
IN FUND BALANCE					
What If? Sources		0	0	0	0
What If? Uses		0	0	0	0
Total (What If + C + D4)		3,588,503	(6,096,328)	(6,850,360)	(3,474,260)
F. FUND BALANCE, RESERVES					
1) Beginning Balance		44,752,641	48,341,144	42,244,816	35,394,456
a) Adjustments		0	0	0	0
b) Net Beginning Balance		44,752,641	48,341,144	42,244,816	35,394,456
2) Ending Balance (E + F1b)		48,341,144	42,244,816	35,394,456	31,920,196
COMPONENTS OF ENDING FUND BALANCE					
a) Reserved Amounts					
Revolving Cash	9711	70,000	70,000	70,000	70,000
Stores	9712	77,474	77,474	77,474	77,474
Other, Prepay, Etc.	9719	0	0	0	0
General Reserve	9730	0	0	0	0
Legally Restricted Balances	9740	9,334,810	9,335,155	9,335,271	9,335,310
b) Designated Amounts					
For Economic					
Uncertainties	9770	8,676,536	8,931,139	9,147,665	9,320,422
Other Designated	9780	7,085,990	8,904,796	14,984,239	28,317,113
	97yy	0	0	0	0
c) FREE Balance					
	9790	23,096,334	14,926,252	1,779,807	0
d) (DEFICIT) Balance					
	9790	0	0	0	(15,200,123)

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
LCFF/Revenue Limit						
LCFF/Base Revenue Limit	165,117,512	182,221,414	204,294,373	214,753,764	219,844,004	235,751,710
State Deficit	0	0	0	0		
Sub-total	165,117,512 *	182,221,414	204,294,373	214,753,764	219,844,004	235,751,710
Unemployment Insurance Adjustment	0	0	0	0	0	0
Summer School (moved to Other State in 07/08)	0	0	0	0	0	0
Minimum Teacher Salary (moved to base in 10/11)	0	0	0	0	0	0
Continuation/Community Day School Adjustment	0	0	0	0	0	0
PERS Reduction	0	0	0	0	0	0
Continuation Ed Transfer	0	0	0	0	0	0
Community Day School Transfer	0	0	0	0	0	0
Special Ed Transfer	0	0	0	0	0	0
PERS Reduction Transfers	0	0	0	0	0	0
Prior Year Adjustment, County Transfers & Misc.	0	0	0	0	0	0
Total LCFF/Revenue Limit	165,117,512	182,221,414	204,294,373	214,753,764	219,844,004	235,751,710
Federal Revenue						
Medical Administrative Activities	0	0	456,285	341,345	622,259	175,000
ROTC	58,461	65,075	65,674	64,324	25,000	25,000
Other Federal	79,037	60,939	62,484	59,356	0	0
Total Other Federal Revenue	137,498	126,014	584,443	465,025	647,259	200,000

* 2013-14 LCFF/Revenue Limit includes the consolidation of 32 categorical programs previously reported in the Restricted General Fund.

**GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0**

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
State Revenue						
Mandated Costs / Discretionary Income	952,142	2,624,936	14,272,182	6,330,701	4,648,688	9,728,209
Lottery	3,383,165	3,419,846	3,881,553	3,817,435	3,625,008	3,668,980
Supplemental Instructional Programs (was Rev. L.)	0	0	0	0	0	0
Year Round School Incentive	0	0	0	0	0	0
Special Education Lawsuit Settlement	0	0	0	0	0	0
Standardized Testing and Reporting (STAR/CELDT)	158,632	60,538	42,934	78,110	50,000	50,000
Class Size Reduction - 9th Grade, English	0	0	0	0	0	0
Class Size Reduction - K-3	0	0	0	0	0	0
Staff Development Day Buy Back	0	0	0	0	0	0
Other State Revenue	206,097	0	0	0	0	0
Total Other State Revenue	4,700,036 *	6,105,320	18,196,669	10,226,246	8,323,696	13,447,189
Local Revenue						
Leases & Rentals	1,775,926	1,752,553	1,787,541	1,835,972	1,783,827	1,783,827
Interest	337,206	281,352	415,978	705,469	930,000	930,000
All Other Fees and Contracts	406,432	410,539	433,706	451,764	615,927	558,000
Other Local Income	3,649,317	4,218,795	4,171,796	3,582,560	1,834,994	1,570,600
Total Local Revenue	6,168,882	6,663,239	6,809,022	6,575,765	5,164,748	4,842,427
TOTAL REVENUES	<u>176,123,928</u>	<u>195,115,986</u>	<u>229,884,508</u>	<u>232,020,800</u>	<u>233,979,707</u>	<u>254,241,326</u>

* State categorical revenues shifted to LCFF/Revenue Limit section on previous page.

**GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0**

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Expenditures						
Certificated Salaries						
1100 - Teachers' Salaries	73,453,658	76,073,751	85,146,101	87,153,608	91,457,240	91,801,669
1200 - Certificated Pupil Support Salaries	2,713,194	2,823,114	3,005,798	3,120,966	3,229,052	3,608,095
1300 - Certificated Supervisors' & Admin Salaries	7,499,442	7,816,646	8,897,567	9,035,231	9,830,690	9,581,052
1900 - Other Certificated Salaries	32,694	40,083	37,708	37,082	22,297	26,643
Total Certificated Salaries	83,698,989	86,753,595	97,087,174	99,346,887	104,539,279	105,017,459
Classified Salaries						
2100 - Instructional Aides	807,144	1,097,579	1,910,360	2,552,836	3,300,289	4,262,699
2200 - Classified Support Salaries	6,574,075	6,654,070	7,193,679	7,398,747	7,612,163	7,502,688
2300 - Classified Supervisors' & Admin Salaries	1,543,744	1,668,915	1,826,396	2,067,732	2,239,741	2,129,224
2400 - Clerical and Offices Salaries	6,833,983	6,894,639	7,939,036	7,993,026	8,389,592	7,748,889
2900 - Other Classified	1,173,195	1,598,542	1,954,354	2,211,955	2,303,708	3,546,026
Total Classified Salaries	16,932,141	17,913,747	20,823,826	22,224,296	23,845,493	25,189,526
Employee Benefits						
3100 - STRS	6,737,025	7,532,621	10,139,039	12,194,885	14,295,866	17,159,785
3200 - PERS	1,879,742	1,990,531	2,310,975	2,876,722	3,648,251	4,366,205
3300 - OASDI/Medicare/Alternative	2,497,091	2,618,812	3,009,416	3,170,868	3,538,680	3,610,627
3400 - Health and Welfare Benefits	19,087,596	20,223,005	22,236,576	24,158,635	25,989,017	29,273,494
3500 - Unemployment Insurance	49,735	51,781	58,358	60,273	66,315	66,427
3600 - Workers' Compensation	3,230,412	3,493,639	3,541,501	3,334,671	3,167,974	2,967,292
3700 - Retiree Benefits	914,350	97,998	1,580,270	1,577,429	1,724,486	1,725,109
3800 - PERS Reduction	0	0	0	0	0	0
3900 - Other Employee Benefits	1,755,536	1,788,644	797,655	798,634	767,609	83,791
Total Employee Benefits	36,151,486	37,797,030	43,673,790	48,172,117	53,198,198	59,252,730

* Expenses Shifted to Federal ARRA Program

** \$1.7 million Blue Shield Refund - Federal Health Care Reform

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Books & Supplies						
4100 - Approved Textbooks and Core Curriculum Materials	461	5,651	46,331	46,378	1,342,269	349,577
4200 - Books and Reference Materials	11,625	15,136	28,656	38,029	91,883	197
4300 - Materials and Supplies	1,851,250	2,113,555	2,554,656	3,628,401	3,601,259	2,934,782
4400 - Noncapitalized Equipment	1,437,398	2,107,793	1,117,167	736,293	1,296,789	582,555
4700 - Food	0	0	0	0	0	0
Total Books & Supplies	3,300,735	4,242,135	3,746,810	4,449,101	6,332,200	3,867,111
Contracted Services						
5100 - Subagreements for Services	4,795,000	5,789,906	5,778,890	5,353,107	5,527,520	5,304,490
5200 - Travel/Conferences/Mileage	144,713	229,641	259,695	278,303	286,365	226,354
5300 - Dues and Membership	57,697	53,719	42,810	31,837	65,296	67,373
5400 - Insurance	1,003,298	1,002,416	1,001,816	1,001,366	1,001,049	1,000,000
5500 - Utilities	4,244,548	4,609,438	4,755,061	4,888,216	4,948,214	5,085,645
5600 - Rentals, Leases, Repairs, and Noncapitalized Improvements	421,218	404,617	421,725	416,832	1,379,229	1,742,599
5710 - Transfers of Direct Costs	(182,553)	(157,017)	(181,375)	(951,394)	(944,592)	(950,877)
5750 - Transfers of Direct Costs - Interfund	(251,214)	(201,888)	(114,691)	(119,174)	(119,966)	(121,174)
5800 - Professional Services and Operating Expenditures	3,968,662	3,785,079	3,666,107	4,344,382	4,153,248	3,914,615
5900 - Communications	775,440	265,304	958,087	744,908	1,023,285	1,023,185
Total Contracted Services	14,976,808	15,781,214	16,588,126	15,988,382	17,319,648	17,292,210
Capital Outlay						
6100 - Sites and Improvements of Sites	0	0	0	0	0	0
6170 - Land Improvements	0	0	0	0	0	0
6200 - Buildings and Improvements of Buildings	19,894	34,698	42,290	78,486	260,034	57,592
6400 - Equipment	192,917	102,604	133,596	15,591	186,684	32,249
6500 - Equipment Replacement	0	0	0	0	0	0
Total Capital Outlay	212,811	137,302	175,887	94,077	446,718	89,841

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
Home To School Transportation	795,771	833,937	900,566	939,481	870,000	870,000
Supplemental Program 01000.0	4,494,858	10,163,858	4,564,754	3,849,957	5,189,660	5,249,733
S and C Miscellaneous 02000.0	0	0	5,540,760	5,351,851	6,048,641	6,769,337
S and C Miscellaneous 03000.0	0	0	167,716	179,970	184,295	189,403
BIA- General Fund 04000.0			792,271	1,148,243	1,875,277	2,800,000
EAIS - S&C General Fund 05000.0			434,812	1,127,523	1,970,504	2,637,067
CTE 09635.1 (1819 09635.0 Combined Inst. & Admin.)	0	0	425,555	1,096,502	1,425,701	1,943,356
CTE Administrative Program 09635.2	0	0	536,953	488,920	289,607	0
Foster / Homeless / Attendance	0	0	0	0	886,685	938,169
Teaching & Learning (CCSS) - General 07405.0	0	0	950,962	1,054,018	1,721,729	2,188,381
Special Education Transportation	4,119,609	4,470,123	4,342,698	4,428,664	4,270,127	4,020,127
Unrestricted Resource 00000.0 Offset	(9,410,238)	(15,467,918)	(18,657,048)	(19,665,130)	(24,732,226)	(27,605,573)
Staff Development Buyback	0	0	0	0	0	0
Law Enforcement Grant	0	0	0	0	0	0
Ongoing and Major Maintenance	(4,676,133)	(5,787,970)	(7,346,350)	(8,290,495)	(8,541,602)	(8,679,987)
S and C Special Education 65002.0	0	0	(1,471,075)	(4,344,163)	(4,597,660)	(4,636,855)
Continuation Education	0	0	0	0	0	0
Advance Path	0	0	0	0	0	0
Community Day School	0	0	0	0	0	0
Ab1113-Violence Prevention	0	0	0	0	0	0
School Library Improvement Block Grant	0	0	0	0	0	0
Supplemental Counseling Program	0	0	0	0	0	0
Instructional Materials Program - Interest Due	0	0	0	0	0	0
Other	(941,252)	(72,896)	(160,414)	(258,393)	(1,541,064)	(169,455)
Interfund Transfer In						
Retiree Benefits Fund #20.0	0	0	0	0	0	0
Debt Service Fund #56.0	0	0	1,370,025 *	1,481,351	0	0
Capital Outlay Fund #40.1	0	0	0	0	0	0
Other Transfers In	0	0	0	0	0	0
Interfund Transfer Out						
Special Reserve Fund #40.1	(934,878)	(1,627,034)	(2,188,798)	(2,378,742)	(1,015,000)	(1,015,000)
Deferred Maint. Fund #14.0	0	0	0	0	0	0
Measure K #21.0	0	0	0	0	0	0
Total Other Financing Sources/Uses	(28,611,917)	(31,965,690)	(37,016,168)	(39,812,113)	(40,930,272)	(40,609,856)
Net Increase/Decrease in Fund Balance	(7,180,379)	1,274,188	11,696,793	3,022,995	(11,794,779)	3,588,503

* Solvency Transfer in from Fund 56.0 for Common Core State Standards (CCSS) Program.

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Unrestricted General Fund - Fund #01.0

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
Beginning Fund Balance	38,399,012	31,218,633	32,492,821	44,189,614	47,212,610	35,417,831
Audit Adjustments	0	0	0	0		
Adjustments for Restatement	0	0	0	0		
Net Increase/Decrease in Fund Balance	(7,180,379)	1,274,188	11,696,793	3,022,995	(11,794,779)	3,588,503
Ending Fund Balance	31,218,633	32,492,821	44,189,614	47,212,610	35,417,831	39,006,334
Components of Ending Fund Balance						
Revolving Cash Fund	70,000	70,000	70,000	70,000	70,000	70,000
Stores	91,332	70,806	61,631	77,474	77,474	77,474
Economic Uncertainties - 3%	6,778,978	7,263,669	8,045,298	8,442,375	8,749,878	8,676,536
Other Designated Funds						
Prepaid Expenditures	8,596	2,080,215	1,324,233	888,655	453,078	0
Regular Carry-overs	3,427,468	2,667,678	1,759,616	1,693,994	0	0
Reserve MAA	935,059	935,059	1,389,566	1,730,911	2,353,170	2,353,170
Reserve Accreditation or City of Glendale Loan	0	266,000	0	0	0	0
Code to the Future	0	0	0	266,000	166,000	166,000
Board Elections	0	0	200,000	0	0	0
Unrestricted CTE assigned	0	0	262,564	200,000	0	0
Supplemental program	0	0	1,221,818	1,158,973	1,000,000	1,000,000
Reserve for One-Time 2017-18 Discretionary Funding	0	0	0	0	2,445,792	1,222,896
Reserve for 2018-19 FASO Wall Costs	0	0	0	0	200,000	200,000
Reserve Planned Optional Draw	2,604,225	2,470,397	2,142,282	0	0	0
Future LACOE system charge	0	0	0	1,400,000	1,120,000	840,000
Reserve LCFF Net Increase Less STRS/PERS/Solvency	0	6,913,122	0	0	0	0
Reserve For 2017-18 CSEA 1.5% Salary Increase	0	0	0	0	651,962	1,303,924
Undesignated Balance	17,302,975	9,755,875	27,712,606	31,284,227	18,130,477	23,096,334
Total Components of Ending Fund Balance	31,218,633	32,492,821	44,189,614	47,212,610	35,417,831	39,006,334

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Restricted General Fund - Fund #01.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenues						
LCFF/Revenue Limit	0	0	0	0	0	0
Federal Revenue	15,920,053	15,077,937	14,610,862	15,442,494	16,882,519	12,663,443
State Revenue	22,013,348	25,379,585	28,874,391	28,577,904	18,078,197	18,034,586
Local Revenue	5,395,119	6,116,228	7,394,277	8,210,781	9,619,890	7,867,030
Total Revenues	43,328,521	46,573,750	50,879,531	52,231,180	44,580,606	38,565,059
Expenditures						
Certificated Salaries	22,235,322	22,198,451	23,198,391	24,955,841	25,920,153	23,493,628
Classified Salaries	14,960,754	14,862,374	16,539,277	16,160,964	17,609,467	17,069,633
Employee Benefits	13,756,121	19,370,992	22,634,503	25,583,940	17,701,300	17,832,922
Books & Supplies	4,382,051	5,049,943	5,064,189	5,206,050	6,919,815	4,061,696
Contracted Services	13,500,915	15,824,113	15,668,243	16,116,900	14,926,957	13,550,636
Capital Outlay	356,610	200,848	192,358	237,563	491,027	61,717
Other Outgo	489,345	338,363	259,691	328,549	530,000	530,000
Direct Support / Indirect Support	560,147	561,102	866,232	950,782	845,891	700,910
Total Expenditures	70,241,266	78,406,185	84,422,883	89,540,589	84,944,610	77,301,142
Other Financing Sources/Uses						
Transfers In/Out	(97,393)	(212,973)	(393,371)	(249,910)	(858,773)	(858,773)
Other Uses	0	0	0	0		0
Contributions	27,677,039	30,338,656	36,197,396	38,857,145	39,915,272	39,594,856
Net Increase/Decrease in Fund Balance	666,901	(1,706,752)	2,260,672	1,297,826	(1,307,505)	0
Beginning Fund Balance	8,125,503	8,792,403	7,083,817	9,344,489	10,642,315	9,334,810
Restatements/Audit Adjustments	0	(1,835)	0	0		
Net Increase/Decrease in Fund Balance	666,901	(1,706,752)	2,260,672	1,297,826	(1,307,505)	0
Ending Fund Balance	8,792,403	7,083,817	9,344,489	10,642,315	9,334,810	9,334,810

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Combined General Fund - Fund #01.0

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
LCFF/Revenue Limit	165,117,512	182,221,414	204,294,373	214,753,764	219,844,004	235,751,710
Federal Revenue	16,057,552	15,203,951	15,195,305	15,907,519	17,529,778	12,863,443
State Revenue	26,713,384	31,484,905	47,071,060	38,804,150	26,401,893	31,481,775
Local Revenue	11,564,001	12,779,467	14,203,299	14,786,547	14,784,638	12,709,457
TOTAL REVENUES	<u>219,452,449</u>	<u>241,689,737</u>	<u>280,764,038</u>	<u>284,251,980</u>	<u>278,560,313</u>	<u>292,806,385</u>
Expenditures						
Certificated Salaries	105,934,311	108,952,046	120,285,565	124,302,728	130,459,432	128,511,087
Classified Salaries	31,892,895	32,776,121	37,363,102	38,385,260	41,454,960	42,259,159
Employee Benefits	49,907,607	57,168,022	66,308,293	73,756,056	70,899,498	77,085,652
Books & Supplies	7,682,787	9,292,078	8,810,999	9,655,152	13,252,015	7,928,807
Contracted Services	28,477,724	31,605,327	32,256,369	32,105,283	32,246,605	30,842,846
Capital Outlay	569,421	338,150	368,244	331,640	937,745	151,558
Other Outgo	789,456	523,560	692,367	689,121	939,569	966,000
Direct Support / Indirect Support	(320,544)	(373,009)	(490,510)	(498,959)	(401,000)	(401,000)
Total Expenditures	<u>224,933,656</u>	<u>240,282,294</u>	<u>265,594,430</u>	<u>278,726,282</u>	<u>289,788,824</u>	<u>287,344,109</u>
Other Financing Sources/Uses	(1,032,271)	(1,840,007)	(1,212,144)	(1,204,876)	(1,873,773)	(1,873,773)
Net Increase/Decrease in Fund Balance	<u>(6,513,478)</u>	<u>(432,564)</u>	<u>13,957,464</u>	<u>4,320,822</u>	<u>(13,102,284)</u>	<u>3,588,503</u>
Beginning Fund Balance	46,524,513	40,011,035	39,576,636	53,534,101	57,854,925	44,752,641
Restatements/Audit Adjustments	0	(1,835)	0	0		
Net Increase/Decrease in Fund Balance	<u>(6,513,478)</u>	<u>(432,564)</u>	<u>13,957,464</u>	<u>4,320,822</u>	<u>(13,102,284)</u>	<u>3,588,503</u>
Ending Fund Balance	<u>40,011,035</u>	<u>39,576,636</u>	<u>53,534,101</u>	<u>57,854,925</u>	<u>44,752,641</u>	<u>48,341,144</u>

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Child Development - Fund #12.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Federal	1,030,287	1,028,653	764,793	779,668	914,452	824,103
State	2,003,125	2,224,687	2,723,647	2,971,104	2,701,000	3,125,897
Parent Fees	245,135	240,632	259,672	296,667	108,115	108,115
Transfers In	0	0	0	0	0	0
Interest	3,459	2,936	3,055	6,013	6,000	6,000
Total Revenue	3,282,006	3,496,908	3,751,167	4,053,452	3,729,567	4,064,115
Expenditures						
Certificated Salaries	1,318,665	1,407,817	1,500,377	1,653,377	1,750,014	1,803,407
Classified Salaries	948,694	990,907	1,117,592	1,060,680	1,187,867	1,247,281
Employee Benefits	786,556	902,388	1,032,267	1,212,675	1,248,671	1,470,412
Books & Supplies	119,588	175,679	244,742	127,752	152,228	153,305
Contracted Services	104,603	118,595	97,453	88,945	127,581	131,483
Capital Outlay	0	0	0	1,737	4,979	0
Other Outgo	0	0	0	0	111,000	111,000
Direct Support/Indirect Support	93,098	111,559	149,051	152,182		
Total Expenditures	3,371,205	3,706,945	4,141,483	4,297,348	4,582,340	4,916,888
Other Financing Sources/Uses						
Interfund Transfer In-From Fund # 01.0	97,393	212,973	393,371	249,910	858,773	858,773
Total Other Financing Sources/Uses	97,393	212,973	393,371	249,910	858,773	858,773
Net Increase/Decrease in Fund Balance	8,194.23	2,936	3,055	6,014	6,000	6,000
Beginning Fund Balance	170,436	178,630	181,567	184,621	190,635	196,635
Audit Adjustments/Restatement	0	0	0			
Adjusted Beginning Fund Balance	170,436	178,630	181,567	184,621	190,635	196,635
Net Increase/Decrease in Fund Balance	8,194	2,936	3,055	6,014	6,000	6,000
Ending Fund Balance	178,630	181,567	184,621	190,635	196,635	202,635

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Nutrition Services - Fund #13.0

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
Revenue						
Food Services Sales	1,876,391	1,886,483	2,022,283	2,094,916	1,978,365	2,015,800
Federal Revenue: Child Nutrition Program	6,285,808	6,265,572	6,123,498	6,015,386	6,600,000	6,700,000
State Revenue: Child Nutrition Program	485,073	523,712	483,413	453,865	520,000	600,000
Interest	30,118	33,047	34,739	39,589	45,000	45,000
Total Revenue	8,677,390	8,708,813	8,663,934	8,603,756	9,143,365	9,360,800
Expenditures						
Classified Salaries	2,785,428	2,821,960	3,150,896	3,213,043	3,426,927	3,412,574
Employee Benefits	1,274,109	1,325,284	1,435,525	1,537,807	1,683,831	1,793,438
Book and Other Supplies	3,628,936	3,766,940	3,877,715	4,018,307	4,016,150	3,951,660
Contracted Services	320,196	359,545	498,031	429,149	286,512	286,650
Capital Outlay	64,876	81,667	13,454	199,855	25,000	0
Direct Support/Indirect Support	227,446	261,450	341,459	346,776	290,000	290,000
Total Expenditures	8,300,991	8,616,845	9,317,080	9,744,937	9,728,420	9,734,322
Other Financing Sources/Uses						
Interfund Transfer In from Fund 01.0	0	52,163	42,197	57,576	0	0
Total Other Financing Sources/Uses	0	52,163	42,197	57,576	0	0
Net Increase/Decrease in Fund Balance	376,400	144,131	(610,949)	(1,083,605)	(585,055)	(373,522)
Beginning Fund Balance	5,524,579	5,900,979	6,045,109	5,434,160	4,350,555	3,765,500
Net Increase/Decrease in Fund Balance	376,400	144,131	(610,949)	(1,083,605)	(585,055)	(373,522)
Ending Fund Balance	5,900,979	6,045,109	5,434,160	4,350,555	3,765,500	3,391,978

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Deferred Maintenance - Fund #14.0

	<u>2013-14</u> <u>Audited</u> <u>Actuals</u>	<u>2014-15</u> <u>Audited</u> <u>Actuals</u>	<u>2015-16</u> <u>Audited</u> <u>Actuals</u>	<u>2016-17</u> <u>Audited</u> <u>Actuals</u>	<u>2017-18</u> <u>Estimated</u> <u>Actuals</u>	<u>2018-19</u> <u>Proposed</u> <u>Budget</u>
Revenue						
Allowance from State	0	0	0	0		
Interest	31,593	33,842	39,665	55,786	71,000	71,000
Total Revenue	<u>31,593</u>	<u>33,842</u>	<u>39,665</u>	<u>55,786</u>	<u>71,000</u>	<u>71,000</u>
Expenditures						
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0
Other Outgo	0	0	0	0	0	0
Total Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Financing Sources/Uses						
Transfer Out To General Fund	0	0	0	0	0	0
Transfer In From General Fund	0	0	0	0	0	0
Total Other Financing Sources/Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Increase/Decrease in Fund Balance	<u>31,593</u>	<u>33,842</u>	<u>39,665</u>	<u>55,786</u>	<u>71,000</u>	<u>71,000</u>
Beginning Fund Balance	4,965,879	4,997,473	5,031,314	5,070,979	5,126,765	5,197,765
Net Increase/Decrease in Fund Balance	31,593	33,842	39,665	55,786	71,000	71,000
Ending Fund Balance	<u>4,997,473</u>	<u>5,031,314</u>	<u>5,070,979</u>	<u>5,126,765</u>	<u>5,197,765</u>	<u>5,268,765</u>

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Measure S Projects Fund # 21.1

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
Revenue						
Interest	135,106	456,489	583,716	1,065,328	900,000	900,000
Other Local Revenue	0	142,121	1	66,864	39,524	
Total Revenue	135,106	598,610	583,717	1,132,192	939,524	900,000
Expenditures						
Certificated & Classified Salaries	963,412	1,217,918	1,546,700	1,011,578	1,215,826	1,205,391
Employee Benefits	379,117	498,573	644,386	440,719	548,234	599,938
Books & Supplies	1,585,358	441,010	819,100	750,453	189,422	0
Contracted Services	628,868	369,958	158,192	249,982	0	0
Capital Outlay	18,116,686	29,348,487	54,101,503	56,765,417	35,000,000	17,200,000
Other Outgo - COP Payment	1,268,519	6,619,697	0	0	0	0
Total Expenditures	22,941,960	38,495,643	57,269,880	59,218,149	36,953,482	19,005,329
Other Financing Sources/Uses						
Inter-Fund Transfer Out	0	0	0	0	0	0
Inter-Fund Transfer In From Fund 40.1, 25.0, 35.0, 21.2	15,505,401	22,725,870	36,596,928	3,095,179	1,700,000	0
Proceeds from Sale of Bonds	0	70,000,000	0	70,000,000	0	0
Total Other Financing Sources/Uses	15,505,401	92,725,870	36,596,928	73,095,179	1,700,000	0
Net Increase/Decrease in Fund Balance	(7,301,453)	54,828,837	(20,089,235)	15,009,223	(34,313,958)	(18,105,329)
Beginning Fund Balance	28,189,338	20,887,885	75,716,722	55,627,487	70,636,709	36,322,751
Audit Adjustments	0	0	0	0		
Adjusted Beginning Fund Balance	28,189,338	20,887,885	75,716,722	55,627,487	70,636,709	36,322,751
Net Increase/Decrease in Fund Balance	(7,301,453)	54,828,837	(20,089,235)	15,009,223	(34,313,958)	(18,105,329)
Ending Fund Balance	20,887,885	75,716,722	55,627,487	70,636,709	36,322,751	18,217,422

* 2013-14 - \$11.5M cash balance transfer from Fund 40.1 , \$4M from Fund 25.0, \$5,396 from Fund 35.0, and \$5.25 prior year interest from Fund 21.2 to Fund 21.1

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Clean Renewable Energy Bonds Fund # 21.2

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Interest	0	0	0	85,554	140,000	0
Other Local Revenue	0	0	0	0	0	0
Total Revenue	0	0	0	85,554	140,000	0
Expenditures						
Certificated & Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	0	0	0	36,492	0	0
Capital Outlay	2,430,405	(1)	573,808	634,347	6,440,100	3,000,000
Other Outgo	0	0	0	0	0	0
Total Expenditures	2,430,405	(1)	573,808	670,839	6,440,100	3,000,000
Other Financing Sources/Uses						
Inter-Fund Transfer Out to Fund 21.1	(5)	0	0	0	0	0
Inter-Fund Transfer In	0	0	0	0	0	0
Proceeds from Sale of Bonds	0	0	0	10,740,814	0	0
Total Other Financing Sources/Uses	(5)	0	0	10,740,814	0	0
Net Increase/Decrease in Fund Balance	(2,430,410)	1	(573,808)	10,155,529	(6,300,100)	(3,000,000)
Beginning Fund Balance	3,071,437	641,027	641,028	67,220	10,222,749	3,922,649
Audit Adjustments	0	0	0	0	0	0
Adjusted Beginning Fund Balance	3,071,437	641,027	641,028	67,220	10,222,749	3,922,649
Net Increase/Decrease in Fund Balance	(2,430,410)	1	(573,808)	10,155,529	(6,300,100)	(3,000,000)
Ending Fund Balance	641,027	641,028	67,220	10,222,749	3,922,649	922,649

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Developer Fee - Fund #25.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Developer Fees	1,324,997	4,487,654	3,847,174	1,540,225	1,000,000	1,000,000
Redevelopment Agency Fees	0	0	0	0	0	0
Interest	49,229	39,544	80,491	113,142	140,000	140,000
Total Revenue	1,374,226	4,527,198	3,927,665	1,653,367	1,140,000	1,140,000
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	26,703	28,039	31,884	21,727	30,718	31,711
Employee Benefits	14,035	14,322	16,089	10,195	17,812	21,986
Books & Supplies	0	0	0	0	500	500
Contracted Services	22,130	13,595	7,253	33,314	25,000	363,000
Capital Outlay	0	0	0	0	5,000	300,000
Other Outgo	0	0	0	0	0	0
Total Expenditures	62,867	55,956	55,226	65,236	79,030	717,197
Other Financing Sources/Uses						
Interfund Transfer Out - Unrestricted General Fund	0	0	0	0	0	0
Interfund Transfer Out - Fund 21.1 and Fund 40.1	(4,000,000)	0	(1,650,000)	(2,950,000)	(1,700,000)	0
Total Other Financing Sources/Uses	(4,000,000)	0	(1,650,000)	(2,950,000)	(1,700,000)	0
Net Increase/Decrease in Fund Balance	(2,688,641)	4,471,242	2,222,440	(1,361,869)	(639,030)	422,803
Beginning Fund Balance	7,542,084	4,853,443	9,324,685	11,547,125	10,185,256	9,546,226
Net Increase/Decrease in Fund Balance	(2,688,641)	4,471,242	2,222,440	(1,361,869)	(639,030)	422,803
Ending Fund Balance	4,853,443	9,324,685	11,547,125	10,185,256	9,546,226	9,969,029

* 2012-13 - Keppel Transfer

** 2013-14 - General Measure S Support

*** 2015-16 - \$1M for Muir ORG Project & \$6.5K for Cloud Preschool Capital Improvement

**** 2016-17 - \$1.25M for R.D. White ORG Project, \$1.0M for GHS ORG Project & \$0.7M for Dunsmore Portable Project

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
County School Facilities Fund - Fund #35.0

	<u>2013-14</u> <u>Audited</u> <u>Actuals</u>	<u>2014-15</u> <u>Audited</u> <u>Actuals</u>	<u>2015-16</u> <u>Audited</u> <u>Actuals</u>	<u>2016-17</u> <u>Audited</u> <u>Actuals</u>	<u>2017-18</u> <u>Estimated</u> <u>Actuals</u>	<u>2018-19</u> <u>Proposed</u> <u>Budget</u>
Revenue						
School Facilities Apportionment	17	22,725,870	35,604,192	0		
Interest	4,904	67,278	46,030	1,569	10	10
Total Revenue	4,921	22,793,148	35,650,223	1,569	10	10
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0
Other Outgo	0	0	0	0	0	0
Total Expenditures	0	0	0	0	0	0
Other Fin. Sources/Uses (Transfers Out)	(5,396) *	(22,725,870) **	(35,596,928) **	(145,179) **	0	0
Total Other Financing Sources/Uses	(5,396)	(22,725,870)	(35,596,928)	(145,179)	0	0
Net Increase/Decrease in Fund Balance	(475)	67,278	53,295	(143,610)	10	10
Beginning Fund Balance	24,252	23,777	91,055	144,350	740	750
Net Increase/Decrease in Fund Balance	(475)	67,278	53,295	(143,610)	10	10
Ending Fund Balance	23,777	91,055	144,350	740	750	760

* 2013-14 - Cash balance transfer from Fund 35.0 to Fund 21.1.

** 2014-15 - State ORG fund transfer to Fund 21.1 for Balboa ES \$7,086,430, R. D. White ES \$5,568,599 and Verdugo Woodlands ES \$10,070,841.

*** 2015-16 - State ORG fund transfer to Fund 21.1 for Fremont ES \$7,722,626, Jefferson ES \$6,801,903, La Crescenta ES \$4,687,357, Lincoln ES \$2,152,614, Muir ES \$3,696,014, Glendale HS \$5,899,297, and Hoover HS \$4,637,267.

**** 2016-17 - Interest of \$145,179 was transferred from Fund 35.0 to Fund 21.1

**GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Capital Outlay - Special Reserve Fund #40.1**

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
State Revenue - (Prop 39)	359,088	837,871	1,609,911	1,853,860	2,275,419	284,098
Local Revenue	230,237	414,121	537,478	422,548	797,452	1,015,000
Interest and Other	137,834	96,697	127,071	399,355	310,000	200,000
Total Revenue	727,159	1,348,689	2,274,460	2,675,764	3,382,871	1,499,098
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	42,836	75,679	80,823	89,023	92,135
Employee Benefits	0	19,832	31,535	35,364	38,957	41,963
Books & Supplies	13,383	21,493	3,292	99,008	10,000	869,500
Contracted Services	125,527	272,972	185,246	799,341	130,000	429,481
Capital Outlay	1,252,192	3,910,281	1,468,786	1,582,169	2,000,000	17,625,000
Other Outgo (make COPS or CREBS Payment)	770,281	501,258	492,446	483,520	1,209,874	1,330,198
Total Expenditures	2,161,383	4,768,673	2,256,985	3,080,224	3,477,854	20,388,277
Other Financing Sources/Uses						
Interfund Transfers In	934,878	1,574,871 *	2,796,601	2,378,742	1,015,000	1,015,000
Property Swap Net Proceeds		7,200,000 *	0	0	0	0
Interfund Transfers Out	(11,500,000) *	0	0	0	0	0
Total Other Financing Sources/Uses	(10,565,122)	8,774,871	2,796,601	2,378,742	1,015,000	1,015,000
Net Increase/Decrease in Fund Balance	(11,999,346)	5,354,888	2,814,077	1,974,281	920,017	(17,874,179)
Beginning Fund Balance	23,345,092	11,345,746	16,700,634	19,514,710	21,488,992	22,409,009
Audit Adjustments						
Net Increase/Decrease in Fund Balance	(11,999,346)	5,354,888	2,814,077	1,974,281	920,017	(17,874,179)
Ending Fund Balance	11,345,746	16,700,634	19,514,710	21,488,992	22,409,009	4,534,830

In 2011-12 and 2012-13 ongoing the COP payment will be made from Measure S Fund 21.1.

* 2013-14 - General Measure S Support - Reflects cash balance transfer from Fund Fund 40.1 to 21.1

** 2014-15 - Cash balance transfer of \$1,329,629 and \$245,242 from Fund 01.0 to Fund 40.1 - tax increment funding for San Fernando Corridor and City of Glendale Central Redevelopment project area respectively.

*** 2014-15 - PDC/Palmer Property Swap Net Proceeds.

* 2015-16 - Cash balance transfer of \$1,256,806 and \$889,795 from Fund 01.0 to Fund 40.1 - tax increment funding for San Fernando Corridor and City of Glendale Central Redevelopment project area respectively.

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Food Services Capital Outlay - Special Reserve Fund #40.2

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Interest	7,534	8,070	9,459	13,303	20,000	20,000
Total Revenue	<u>7,534</u>	<u>8,070</u>	<u>9,459</u>	<u>13,303</u>	<u>20,000</u>	<u>20,000</u>
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	0	0	0	0	0	0
Capital Outlay	0	0	0	0	50,000	900,000
Other Outgo	0	0	0	0	0	0
Total Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>50,000</u>	<u>900,000</u>
Other Financing Sources/Uses						
Interfund Transfers In (mostly Fund 13.0)	0	0	0	0	0	0
Total Other Financing Sources/Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Increase/Decrease in Fund Balance	<u>7,534</u>	<u>8,070</u>	<u>9,459</u>	<u>13,303</u>	<u>(30,000)</u>	<u>(880,000)</u>
Beginning Fund Balance	1,184,205	1,191,739	1,199,809	1,209,268	1,222,571	1,192,571
Net Increase/Decrease in Fund Balance	7,534	8,070	9,459	13,303	(30,000)	(880,000)
Ending Fund Balance	<u>1,191,739</u>	<u>1,199,809</u>	<u>1,209,268</u>	<u>1,222,571</u>	<u>1,192,571</u>	<u>312,571</u>

* 16-17 Budgeted prior year carry-over

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Bond Interest and Redemption - Fund #51.0 (County Administered)

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Federal Revenue						
All Other Federal Revenue	131,331	132,330	132,615	132,901	0	0
State Revenue						
Voted Indebtedness Levies						
Homeowners Exemptions	72,547	103,446	86,858	96,538	0	0
Local Revenue						
County & District Taxes -						
Secured Roll	10,123,026	16,310,239	14,550,115	17,186,441	17,202,469	17,202,469
Unsecured Roll	337,827	345,701	573,108	444,864	251,319	251,319
Prior Year's Taxes	154,960	245,507	328,973	295,593	147,797	147,797
Supplemental Taxes	164,417	367,671	363,652	476,389	238,195	238,195
Penalties and Interest	45,792	52,121	44,000	41,358	0	0
on Delinquent Non-Revenue Limit Taxes						
Other Local Revenue	51	2,245,505	8,046	4,764,222	0	0
Interest	33,210	49,653	75,246	101,350	30,405	30,405
Total Revenue	11,063,161	19,852,173	16,162,613	23,539,656	17,870,185	17,870,185
Expenditures						
Other Outgo	11,330,397	12,390,274	19,049,866	17,793,314	21,163,557	21,163,557
Total Expenditures	11,330,397	12,390,274	19,049,866	17,793,314	21,163,557	21,163,557
Other Financing Sources/Uses						
Debt Service - Principal Payment	0	0	0	0	0	0
Debt Service - Interest Payment	0	0	0	0	0	0
Total Other Financing Sources/Uses	0	0	0	0	0	0
Net Increase/Decrease in Fund Balance	(267,236)	7,461,899	(2,887,253)	5,746,342	(3,293,372)	(3,293,372)
Beginning Fund Balance	9,960,112	9,692,876	17,154,775	14,267,522	20,013,864	16,720,492
Net Increase/Decrease in Fund Balance	(267,236)	7,461,899	(2,887,253)	5,746,342	(3,293,372)	(3,293,372)
Ending Fund Balance	9,692,876	17,154,775	14,267,522	20,013,864	16,720,492	13,427,120

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Debt Service Fund #56.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
Local Revenue						
Interest	95,906	102,731	120,136	141,066	185,000	185,000
Total Revenue	95,906	102,731	120,136	141,066	185,000	185,000
Expenditures						
Other Outgo (COPS Payment)	0	0	0	0	0	0
Total Expenditures	0	0	0	0	0	0
Other Financing Sources/Uses						
Interfund Transfers In	0	0	0	0	0	0
Interfund Transfers Out	0	0	1,370,025 *	1,481,351	0	0
Total Other Financing Sources/Uses	0	0	1,370,025	1,481,351	0	0
Net Increase/Decrease in Fund Balance	95,906	102,731	(1,249,888)	(1,340,285)	185,000	185,000
Beginning Fund Balance	15,074,594	15,170,500	15,273,231	14,023,342	12,683,057	12,868,057
Net Increase/Decrease in Fund Balance	95,906	102,731	(1,249,888)	(1,340,285)	185,000	185,000
Ending Fund Balance	15,170,500	15,273,231	14,023,342	12,683,057	12,868,057	13,053,057

* Solvency Transfer to Unrestricted General Fund for Common Core State Standards (CCSS) Math Program.

GLENDALE UNIFIED SCHOOL DISTRICT

2017-18 Estimated Actuals

Self Insurance - Dental & Vision Insurance Fund # 67.0

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
In-District Premiums/Contrib	3,449,578	3,480,588	3,519,239	3,537,239	8,917,000	8,917,000
Interest	16,278	19,150	25,393	39,674	60,000	60,000
All Other Local Revenue	0	21,485	0	0	0	0
Total Revenue	3,465,857	3,521,223	3,544,632	3,576,913	8,977,000	8,977,000
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	514	873	890	0	0	0
Contracted Services	3,263,447	3,110,757	3,227,171	3,104,253	8,917,000	8,917,000
Other Outgo	0	0	0	0	0	0
Total Expenditures	3,263,961	3,111,630	3,228,061	3,104,253	8,917,000	8,917,000
Other Financing Sources/Uses	0	0	0	0	0	0
Total Other Financing Sources/Uses	0	0	0	0	0	0
Net Increase/Decrease in Fund Balance	201,895	409,593	316,571	472,660	60,000	60,000
Beginning Fund Balance	3,027,668	3,229,563	3,639,156	3,955,727	4,428,386	4,488,386
Audit Adjustment	0	0	0			
Adjusted Beginning Fund Balance	3,027,668	3,229,563	3,639,156	3,955,727	4,428,386	4,488,386
Net Increase/Decrease in Fund Balance	201,895	409,593	316,571	472,660	60,000	60,000
Ending Fund Balance	3,229,563	3,639,156	3,955,727	4,428,386	4,488,386	4,548,386

GLENDALE UNIFIED SCHOOL DISTRICT

2017-18 Estimated Actuals

Self Insurance - Workers' Compensation Fund # 67.1

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
In-District Premiums/Contrib	4,618,869	4,948,475	4,957,235	4,655,595	4,458,667	4,303,824
Local Revenue	0	0	0	0	0	0
Interest	28,592	26,491	27,222	34,981	42,000	42,000
Total Revenue	4,647,461	4,974,966	4,984,457	4,690,577	4,500,667	4,345,824
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	3,121	0	0	0	10,000	10,000
Pre 2005-06 Claims	(418,225)	538,630	(556)	(280,144)	0	0
Current Year Coverage	4,616,593	4,925,391	4,946,108	4,658,922	4,298,667	4,143,824
Misc. Contract Services	119,770	128,852	116,229	127,027	150,000	150,000
Other Outgo	0	0	0	0	0	0
Total Expenditures	4,321,258	5,592,873	5,061,781	4,505,804	4,458,667	4,303,824
Other Financing Sources/Uses	0	0	0	0	0	0
Total Other Financing Sources/Uses	0	0	0	0	0	0
Net Increase/Decrease in Fund Balance	326,202	(617,907)	(77,324)	184,772	42,000	42,000
Beginning Fund Balance	2,041,737	2,367,940	1,750,033	1,672,709	1,857,481	1,899,481
Audit Adjustment	0	0	0	0	0	0
Adjusted Beginning Fund Balance	2,041,737	2,367,940	1,750,033	1,672,709	1,857,481	1,899,481
Net Increase/Decrease in Fund Balance	326,202	(617,907)	(77,324)	184,772	42,000	42,000
Ending Fund Balance	2,367,940	1,750,033	1,672,709	1,857,481	1,899,481	1,941,481

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
Self Insurance - Early Retirement Benefits Fund # 67.2

	2013-14 Audited Actuals	2014-15 Audited Actuals	2015-16 Audited Actuals	2016-17 Audited Actuals	2017-18 Estimated Actuals	2018-19 Proposed Budget
Revenue						
In-District Premiums/Contrib	1,306,335	139,203	2,216,492	2,201,313	2,277,237	2,351,369
Interest	24,193	13,470	3,069	4,549	5,000	5,000
Other Local Revenue	0	0	0	357	0	0
Total Revenue	1,330,528	152,672	2,219,561	2,206,219	2,282,237	2,356,369
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	2,954,600	2,501,690	2,284,097	2,165,439	2,277,237	2,351,369
Other Outgo	0	0	0	0	0	0
Total Expenditures	2,954,600	2,501,690	2,284,097	2,165,439	2,277,237	2,351,369
Other Financing Sources/Uses	0	0	0	0	0	0
Total Other Financing Sources/Uses	0	0	0	0	0	0
Net Increase/Decrease in Fund Balance	(1,624,072)	(2,349,018)	(64,535)	40,779	5,000	5,000
Beginning Fund Balance	4,590,131	2,966,059	617,043	552,507	593,287	598,287
Audit Adjustment	0	0	0	0	0	0
Adjusted Beginning Fund Balance	4,590,131	2,966,059	617,043	552,507	593,287	598,287
Net Increase/Decrease in Fund Balance	(1,624,072)	(2,349,018)	(64,535)	40,779	5,000	5,000
Ending Fund Balance	2,966,059	617,043	552,507	593,287	598,287	603,287

GLENDALE UNIFIED SCHOOL DISTRICT
2017-18 Estimated Actuals
McLennan & Other Scholarships Trust Fund #73.0

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
	Audited	Audited	Audited	Audited	Estimated	Proposed
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget
Revenue						
Local, Interest, Transfers In	2,642	2,780	4,916	3,832	4,100	4,100
Total Revenue	2,642	2,780	4,916	3,832	4,100	4,100
Expenditures						
Certificated Salaries	0	0	0	0	0	0
Classified Salaries	0	0	0	0	0	0
Employee Benefits	0	0	0	0	0	0
Books & Supplies	0	0	0	0	0	0
Contracted Services	0	0	0	1,000	0	0
Capital Outlay	0	0	0	0	0	0
Other Outgo	0	0	0	0	0	0
Total Expenditures	0	0	0	1,000	0	0
Other Financing Sources/Uses						
Other Uses	3,142	2,490	3,656	3,666	4,100	4,100
Total Other Financing Sources/Uses	3,142	2,490	3,656	3,666	4,100	4,100
Net Increase/Decrease in Fund Balance	(500)	289	1,260	(834)	0	0
Beginning Fund Balance	336,395	335,895	336,185	337,445	336,611	336,611
Net Increase/Decrease in Fund Balance	(500)	289	1,260	(834)	0	0
Ending Fund Balance	335,895	336,185	337,445	336,611	336,611	336,611

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

PUBLIC HEARING NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

PREPARED BY: Dr. Mary A. Mason, Executive Director, Elementary Education
Mr. Felix Melendez, Executive Director, Secondary Education
Dr. Lena Richter, Director, Categorical Programs

SUBJECT: Local Control Accountability Plan (LCAP) Update

Following is an update on the process used to gather input and develop the draft update to the 2017-2020 LCAP. The LCAP is a community-based, comprehensive, data-driven planning process used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices. The Board is mandated to adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060 and any local priorities adopted by the Board. The LCAP is to be updated on or before July 1 of each year and must cover the next fiscal year and subsequent two fiscal years.

The Board is mandated to hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing must be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and Administrative Regulation 3100 - Budget.

Process to Gather Input

In September 2017, an email was sent to all previous LCAP committee members asking for their interest in continuing on the 2017-2018 LCAP Stakeholder Committee. Additional members were invited to join the committee that was comprised mostly of parents, teachers, administrators/staff, counselors, classified employees, Board members, students and community members.

LCAP Stakeholder Committee Meetings were held on:

- September 27, 2017
- October 25, 2017
- November 29, 2017

- January 24, 2018
- February 28, 2018
- March 28, 2018
- May 2, 2018

During these meetings, priorities, goals, actions and services were reviewed, discussed and modified based on guiding questions. Discussions were used to assist with the development of the updated 2017-2020 LCAP.

The District English Language Advisory Committee (DELAC), made up of parent representatives from all schools, provided input on how to best meet the needs of English learners over the course of five meetings:

- September 11, 2017
- November 13, 2017
- January 22, 2018
- May 11, 2018
- May 21, 2018

Parent Advisory Meetings were held to gather input directly from parents across the District. These meetings were held on:

- October 18, 2017 (Board Room)
- December 6, 2017 (Monte Vista Elementary)
- January 17, 2018 (Wilson Middle School)
- February 11, 2018 (Cerritos Elementary)
- April 4, 2018 (Roosevelt Middle School)
- May 9, 2018 (R.D. White Elementary)

Principal meetings provided an opportunity to share information with site leaders, get feedback on ideas for moving forward, and provide principals information to take back to their instructional leadership teams, parents and teachers.

GUSD Culture Surveys were administered to gather input from certificated and classified staff (1,523 responses), parents (3,465 responses) and students, grades 4-12 (11,394 responses). The survey included questions on school culture, safety, academics and connectedness to school. Results are posted on the GUSD website for reference.

GUSD Leadership Team (consisting of the superintendent, assistant superintendents, directors, and coordinators) meetings were held to develop priorities, goals and annual measurable outcomes for the 2017-2020 LCAP. Each department lead was responsible for overseeing one to two specific goals and created individual department dashboards to monitor progress throughout the year.

GUSD Superintendent's Group (consisting of the superintendent, assistant superintendents, executive directors and communication director) meetings included Board Priority 2: Implementation of the LCAP as a standing agenda item, and were held weekly with the inclusion of the fiscal department, as the LCAP related to the budget and solvency plan. Regular Board study sessions were held throughout the year to discuss the solvency plan, organizational restructuring plan and the proposed LCAP priorities and goals: Maximize Student Achievement, Create a Culture of Learning, and Increase Engagement. *(See Attachment #1: GUSD Roadmap to Success Three Priorities and Goals)*

Board of Education meetings included LCAP updates on all seven GUSD priorities, attendance, and career technical education presentations to keep Board members and the public informed and gather input on efforts throughout the year.

LCAP presentations during the May 2, 2018 LCAP Stakeholder Meeting and the May 9, 2018 Parent Advisory Meeting at R.D. White outlined the local control funding formula, state priorities, GUSD Board priorities, dashboard indicators/metrics, and the proposed LCAP priorities and goals for the 2017-2020 LCAP.

Input and questions were solicited from participants during these meetings. All questions were answered in writing by the Superintendent and posted on the GUSD website, in accordance with LCAP regulations. *(See Attachment #2: LCAP Public Questions)*

Proposed LCAP Annual Update

GUSD priorities are aligned with the eight state priorities. Important to note are the three years of data (2015-2018) and targets for 2019-2020, which will be available in June/July 2018, proposed actions and budget alignment. *(See Attachment #3: Proposed 2017-2020 LCAP Priorities and Goals)*

The annual update provided for review is a required component of the LCAP. The annual update is a collaborative effort using input from all stakeholder groups. Four questions were answered for each action and used to guide the development of the 2017-2020 proposed LCAP:

1. Describe the overall implementation of the actions/services to achieve the articulated goal.
2. Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
3. Explain material differences between Budgeted Expenditures and Estimated Actual Expenses.

4. Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of the analysis and analysis of the LCFF Evaluation Rubrics, as applicable.

Recommendations of Priorities, Goals, Outcomes, Actions/Services for the 2017-2020 LCAP

The Local Control Accountability Plan has been collaboratively created and revised with input and participation from the LCAP Parent Advisory/Stakeholder committee, DELAC members, principals, counselors, teacher specialists, students, staff, Board of Education and the Superintendent's Cabinet.

The Superintendent has determined that the 2017-2020 LCAP will serve as the GUSD Strategic Plan, "Roadmap to Success" as is reflected and supported by GUSD Board Priority 2: "Promote and implement the Board-adopted Local Control Accountability Plan."

For the 2018-2019 LCAP year, the primary goal is to stay the course with the exception of increased and enhanced serves related to student safety. School sites and District departments will continue to maintain committed to rigorous, relevant goals, actions, and services. Additional data will be shared at the public hearing to provide a thorough review of greatest needs and greatest areas of growth.

Panorama – A Student Survey Tool to Support Social-Emotional Development
Social-Emotional Learning (SEL) and is a critical need for all students, but defining what areas area to focus and apply resources is a challenge. Staff is proposing to replace the current student client survey with a research-based social-emotional learning survey provided by Panorama.

Panorama partners with over 450 school districts nationwide, and over 50 in California, including La Canada, Long Beach, Bellflower, Santa Ana, and Val Verde. This tool was developed with Dr. Hunter Gehlbach, Dr. Angela Duckworth, and the Harvard Graduate School of Education and monitors SEL across two areas for students:

Student Skills & Competencies

Grit, Growth Mindset, Emotional Regulation, Self-Management, and Social Awareness

Student Supports & Environments

Sense of Belonging, Teacher-Student Relationships, School Safety, Student Engagement, Valuing of School

A team of GUSD teachers and staff would participate in a Survey Design Workshop to choose the 4-5 areas of focus for the survey, and an elementary and secondary version would be created using student-friendly language. Students, grades 3-12, would take the survey in September and February. September results would help school teams to target supports and interventions based on the actual perceptions of the students enrolled. The February survey would provide "post-test" results to monitor progress towards goals and help inform the LCAP planning process for the District and the school. The proposed contract, including the licensing fee and professional development, is \$52,850.

Addition of Glendale Police School Resource Officer at Clark Magnet High School

Clark Magnet High School (CMHS) does not currently have a School Resource Officer (SRO). Approximately 60% of CMHS are unduplicated students, so this would qualify as an expanded service using Supplemental LCFF funding.

In addition to looking out for potential safety issues, SROs establish positive relationships for students and get to know the students they seek to protect by building positive relationships. The department of Student Support Services oversees all school SRO officers to ensure that SROs are properly trained, understand their role, and have the skills and temperament to interact with young people and de-escalate conflict. The total cost is \$150,000 for the expanded services for Clark Magnet High School. The City of Glendale has budgeted to pay the other 50% of the officer's salary and equipment costs.

In conclusion, the LCAP is an internal document that will be used to complete the annual update 2017-2020 on the official template by the end of June 2018. The LCAP will be posted on the GUSD website for public review.

GUSD Roadmap to Success



2017-2018 Board Priorities

- 1 Promote a culture of “caring, trust, and inquiry.”
- 2 Promote and implement the Board-adopted Local Control Accountability Plan (LCAP) with a focus on **maximizing student achievement**, **creating a culture of learning**, and **increasing engagement**.
- 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.

2017-2018 LCAP Goals

1 Maximize Student Achievement

- 1.1: Improve **academic achievement** for all students.
- 1.2: Ensure all students are **college and/or career ready** upon graduation.

2 Create a Culture of Learning

- 2.1: Support the **social, emotional, and physical needs** of all students.
- 2.2: Provide services and conditions that **support student learning**.
- 2.3: Provide teachers with **tools and training** to implement State academic standards.
- 2.4: Provide students with access to **support interventions and instructional technology** for learning.

3 Increase Engagement

- 3.1: Create a **positive environment** and **opportunities** for students to connect with their school and community.
- 3.2: **Engage families and community** to support student learning.



LCAP Public Questions and Responses

How do we increase A-G graduation rate?

GUSD is currently exploring a 2-3 year plan to improve A-G pass rates to qualify students for the UC/Cal State system. Part of the plan will require student to earn a grade of C or better to receive course credits GUSD schools and employees will continue to communicate the positive impact that passing A-G courses has on post-secondary opportunities for students.

How will we intervene in Math? How will we increase academic interventions?

There is currently an adoption of new math textbooks and curriculum. The focus of Professional Development for 2018-19 will center on supporting Math proficiency. Part of the school site expectations will require an action plan for Math improvement. Additionally, Math Intervention is included as a goal in site Single Plan for Student Achievement.

How is the District supporting school safety?

In order to ensure campus safety, each site develops an annual school safety plan. Monthly emergency drills are held and safety protocols are reviewed sites. Students complete Social Emotional Surveys to help staff identify students who may need additional counseling or intervention. Social-emotional support is provided at all sites at all levels. If a student shows a need for scheduled time, secondary schools rotate the period that students are pulled out to mitigate the impact on learning. 7 schools (1 middle school, 2 high schools, and 4 elementary) have implemented of Restorative Practices. In an effort to protect property and personnel, all GUSD sites and district properties have video surveillance cameras. School sites utilize buzzer doors to restrict campus access of non-employee personnel. Training for classified staff in recognizing warning signs of atypical behavior in students is being considered.

How do we allow for collaboration/PLC Time?

In an effort to improve teacher collaboration, all sites have implemented the PLC process. Sites have the option to vote in Banking Schedules to allow for more collaboration time. Currently, the district has a Collaboration Committee with GTA and GUSD representation. The group has been tasked with exploring the possibility of implementing collaboration time during the contractual day at a district wide level. PLCs to help with interventions and teaching best practices.

How are English Language Learners being supported?

EL 1-2 students are provided support classes while students in EL 3 are enrolled in Grade Level Language Arts classes. ELD Task force is working on an EL Pathway that not only ensures students meet A-G requirements but the district is compliant with California Education Code and students have access to

core curriculum. In order to improve our practices as a district, there are planned site visits to schools having success with EL students. School sites are partnering with the Teaching and Learning department for ELD training in conjunction with Math training. At the elementary level there may be fewer ELD students in a class. Teachers use differentiated instruction and small group instruction to assist students. This time is embedded into the instructional day.

How do we implement teacher training to support student learning?

GUSD prepares a Professional Development calendar each year. The focus is based on needs identified through staff surveys. PD is also based on student performance results. Sites plan individual school PD and send teachers to outside training. Training by the publisher accompanies any new textbook or instructional strategy adoptions.

How do we improve GUSD messaging to increase participation?

For the 2018-19 school year, meetings will focus on themes. There is a concerted effort to reduce the number of meetings. The live streaming of meetings has been discussed as an option. We will ensure terminology is explicitly defined for parents and other stakeholders. The district will use a variety of social media platforms to communicate LCAP messages and goals. GUSD will continue to explore options, including California PTA program, School Smart Academy. A suggestion was made to administer the culture surveys at the beginning of the year in addition to the second semester. Efforts will be made to ensure surveys can be accessed and completed in the GUSD app.

What is the vision of CTE Pathways?

GUSD students have a wide variety of CTE/Career Pathways to choose from starting in Middle School. Students with IEPs are not excluded from pathway classes. Many students with disabilities excel in CTE courses ranging from Computer Animation to Medical technology. GUSD Career pathways provide students with technical skills and exposure to help them prepare for College and Career. Identifying the clear areas of focus for each high school allows elementary and middle school students to consider what pathway they would like to choose. Additionally, feeder schools can offer introductory courses that prepare students for the high school pathway they might choose.

Where are our spending priorities with regards to the arts?

Some schools fund raise in order to offer art classes to elementary students. GUSD has a standing partnership with Glendale Education Foundation, which helps fund art supplies for sites. Mark Keppel Elementary is GUSD's Visual and Performing Arts School.

GUSD PRIORITY 1: MAXIMIZE STUDENT ACHIEVEMENT

Goal 1-2: Ensure all students are college and/or career ready upon graduation.

State Priorities Met - 2: Implementation of State Standards, 4: Pupil Achievement, 7: Course Access, 8: Other Pupil Outcomes

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 1-2-1: [LCAP] College/career indicator - a-g completion rates	Student a-g completion rate will increase by a minimum of 2% per year for All Students and other Student Groups (English Learners, low income students).	50%	50%	45.4%'	47.4%'	49.4%'	51.4%'	All - Counselors (also under AMO 1-2-2, 3-1-2, 3-1-5, and 3-1-6) All - PSAT Targeted - Additional classroom support to assist unduplicated students in meeting a-g requirements Targeted - Additional counselors to decrease/maintain 500:1 ratio at MS/HS (also under AMO 1-2-2 and 3-1-2)	All - \$8.5M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurse, health assistants) (also under AMO 1-2-2, 3-1-2, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE All - \$0.03M - PSAT Targeted - \$2.6M Instructional Assistants (previously EIA) Targeted - \$.145M - Additional counselors 1 FTE - UNBUDGETED (also under AMO 1-2-2 and 3-1-2)
AMO 1-2-2: [LCAP] College/career indicator - CTE pathway participation	Percent of students completing six or more semesters in a single course of study will increase by a minimum of 2% per year.	8.6%	8.60%	10.6%'	15.7%'	17.7%'	19.7%'	All - Counselors (also under AMO 1-2-1, 3-1-2, 3-1-5, and 3-1-6) All - Implementation and expansion of CTE programs and pathways Targeted - Additional counselors to decrease/maintain 500:1 ratio at MS/HS (also under AMO 1-2-1 and 3-1-2)	All - \$8.5M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, health assistants) (also under AMO 1-2-1, 3-1-2, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE All - \$2.62M - Career Tech Education programs All - \$0.14M - CTE Counselor - UNBUDGETED (Check "All - \$0.09M - Create 6-8 Individualized Academic/College/Career Plans") \$3,341,530 Targeted - \$0.125M - Additional counselors 1 FTE - UNBUDGETED (also under AMO 1-2-1 and 3-1-2)
AMO 1-2-3: [LCAP] College/career indicator - Pass rate for AP exams with 3 or higher	Student pass rate (score of 3 or higher) for AP exams will increase by a minimum of 2% per year.	69%	69%	65%	71%	73%	75%	All - AP conferences and trainings (sometimes schools spend targeted site allocation on this)	All - \$4.20M - Advanced Placement Support
AMO 1-2-4: [LCAP] College/career indicator - EAP - Performance on SBAC (specifically performance by measured Student Groups) for grade 11.	Average scaled score for students in grade 11 on the SBAC will increase by a minimum of 10 scaled score points per year for All Students and each Student Group until all groups reach the highest level of performance.	ELA	ELA 2628	ELA 2629	ELA 2639	ELA 2649	ELA 2659	All - Dir. Teaching & Learning (also under AMO 1-1-1 and 2-3-1) All - Professional development for CCSS implementation (also under AMO 1-1-1 and 2-3-1)	All - \$0.15M - Director of Teaching and Learning - UNBUDGETED (also under AMO 1-1-1 and 2-3-1) All - \$5.6M - Common Core Implementation (also under AMO 1-1-1 and 2-3-1) All - \$2.6M - Common Core Academic Support (also under AMO 1-1-1 and 2-3-1)
		Math	Math 2615	Math 2611	Math 2621	Math 2631	Math 2641	Targeted - PD for teacher specialists (also under AMO 1-1-1 and 2-3-1) Targeted - Interventions for students not meeting standards (also under AMO 1-1-1, 1-1-2, 1-1-3, 1-1-4, and 2-4-1)	Targeted - \$1.4M - Teacher specialists - not incl. FLAG (also under AMO 1-1-1 and 2-3-1) Targeted - \$2.5M - Allocation to school sites for interventions based on unduplicated count (also under AMO 1-1-2, 1-1-3, 1-1-4, and 2-4-1) Targeted - \$1.5M - Secondary teachers 12 FTE (also under 1-1-2, 1-1-3, and 1-1-4)
AMO 1-2-5: [LCAP] Access to and enrollment in a broad course of study (GUSD focus: 10 grade foreign language)	Percent of students completing one or more years of a foreign language by the end of grade 10 will increase by a minimum of 3% per year.	67%	67%	72%	66%	69%	72%	Targeted - Additional FTE for secondary FLAG	Targeted - \$1.4M - Teacher specialists - FLAG only (\$1.34M) (also under AMO 1-2-5) (also under AMO 1-1-5) Targeted - \$0.48M - FLAG Program 10 FTE, 50% EL support (also under AMO 1-1-5)

GUSD PRIORITY 2: CREATE A CULTURE OF LEARNING									
Goal 2-1: Support the social, emotional, and physical needs of all students.									
State Priorities Met - 5: Pupil Engagement, 6: School Climate									
ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 2-1-1: [LCAP] Other local measures, including surveys of pupils, parents, and staff, on the sense of safety.	Student, parent, and staff sense of safety as measured by GUSD Culture Surveys will increase by a minimum of 2% per year until it reaches and remains at 100% (students: all or most of the time, parents/staff: strongly agree or agree).	Students 86%	NA	Students 88%	Students 90%	Students 92%	Students 94%	All - Allocation to administer surveys - would replace CHKS line item (Also under AMO 2-1-2, 2-1-3, and 3-1-8) All - Contracted security Targeted - Additional SRO at CMHS Targeted - Panorama Student Client Survey	All - \$0.02M - GUSD student survey on safety/connectedness (Also under AMO 2-1-2, 2-1-3, and 3-1-8) Targeted - Panorama Student Client Survey (\$55K) (Also under AMO 2-1-1, 2-1-2, and 3-1-8) All - \$.4M School Resource Officers (SRO) Targeted - School Resource Officer (SRO) \$150K (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) All - (.61 M) Security awards at all sites
		Parents NA	Parents NA	Parents 87%	Parents 89%	Parents 91%	Parents 93%		
		Staff NA	Staff NA	Staff 97%	Staff 84%	Staff 86%	Staff 88%		
AMO 2-1-2: [GUSD] Surveys of pupils, parents, and staff, on the sense of care.	Student, parent, and staff sense of care as measured by GUSD Culture Surveys will increase by a minimum of 2% per year (students: all or most of the time, parents/staff: strongly agree or agree).	Students 71%	NA	Students 75%	Students 63%	Students 65%	Students 67%	Targeted - Psychologists to provide social/emotional support Targeted - Nurses for medically fragile students 1.5 FTE Targeted - Healthy Start PSA (federal program) (also under AMO 3-1-1 and 3-1-4) Additional foster/ homeless/ attendance counselor 1 FTE - UNBUDGETED (also under AMO 3-1-1 and 3-1-4) Targeted - Social work intern supervisors (paid out of general fund) Targeted - Mental health providers/psychological service providers - UNBUDGETED Targeted - Panorama Student Client Survey (Also under AMO 2-1-1, 2-1-2, and 3-1-8) Targeted - School Resource Officer (SRO) (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) All - Contracted security	All - \$0.02M - GUSD student survey on safety/connectedness (Also under AMO 2-1-1, 2-1-3, and 3-1-8) All - \$8.5M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 3-1-1, 3-1-2, 3-1-4, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE. All - \$0.4M - School Resource Officers (SROs) - UNBUDGETED. (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) Targeted - School Resource Officer (SRO) \$150K (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) Targeted - \$0.018M - Additional foster/ homeless/ attendance counselor 1 FTE - UNBUDGETED (also under AMO 3-1-1 and 3-1-4)
		Parents NA	Parents NA	Parents 86%	Parents 83%	Parents 85%	Parents 87%		
		Staff NA	Staff NA	Staff 67%	Staff 90%	Staff 92%	Staff 94%		
AMO 2-1-3: [GUSD] Surveys of pupils, parents, and staff, on the sense of trust.	Student, parent, and staff sense of trust as measured by GUSD Culture Surveys will increase by a minimum of 4% per year.	Students 60%	Students NA	Students 64%	Students 52%	Students 56%	Students 70%	All - Allocation to administer surveys - would replace CHKS line item (Also under AMO 2-1-1, 2-1-2, and 3-1-8) Targeted - Panorama Student Client Survey Targeted - Additional School Resource Officer (SRO) at CMHS All - Contracted security	All - \$0.02M - GUSD student survey on safety/connectedness (Also under AMO 2-1-1, 2-1-2, and 3-1-8) Targeted - Panorama Student Client Survey (\$55K) (Also under AMO 2-1-1, 2-1-2, and 3-1-8) Targeted - School Resource Officer (SRO) \$150K (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) All - \$0.4M - School Resource Officers (SROs) - UNBUDGETED. (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4)
		Parents NA	Parents NA	Parents 88%	Parents 70%	Parents 74%	Parents 78%		
		Staff NA	Staff NA	Staff 68%	Staff 69%	Staff 73%	Staff 77%		
AMO 2-1-4: [GUSD] Social/emotional support for students.	Number of behavioral incidents will decrease by 2% per year at targeted sites.	NA	NA	17%	15%	13%	11%	Targeted - Behavioral Intervention Assistants (BIAs) Additional School Resource Officer (SRO) at CMHS All - Contracted security	Targeted - \$2.8M - Behavioral Intervention Assistants (BIAs). Targeted - School Resource Officer (SRO) \$150K (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4) All - \$0.4M - School Resource Officers (SROs) - UNBUDGETED. (also under AMO 2-1-1, 2-1-2, 2-1-3, 2-1-4)
AMO 2-1-5: [GUSD] Student enrollment in free and reduced lunch program.	Rate of submitted free and reduced lunch applications will increase by 10% per year.	53%	52.1%	44.79%	54.79%	64.79%	74.79%	All - Encourage all GUSD families to submit a free and reduced lunch form	All - \$0 - (nutrition services)

GUSD PRIORITY 2: CREATE A CULTURE OF LEARNING

Goal 2-2: Provide services and conditions that support student learning.

State Priorities Met - 1: Basic

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 2-2-1: [L] Fully credentialed and appropriately assigned teachers	Percent of positions filled by fully credentialed and appropriately assigned-teachers (including teachers of English Learners and vacant teacher positions) will increase by 0.1% per year until it reaches and remains at 100%.	100%	99.9%	99.02%	99.13%	99.23%	99.33%	All - Teachers, administrators, support staff	All - \$125.34M - General K-12 Instruction + All -
AMO 2-2-2: [L] Access to standards-aligned instructional materials	Percent of students with access to their own copies of standards-aligned textbooks and instructional materials across content/subject areas, in compliance with Williams Act, will	100%	100%	100%	100%	100%	100%	All - Provide instructional materials	All - \$1.68M - Provide instructional materials
AMO 2-2-3: [L] School facilities in "good repair" as measured by Facility Inspection Tool (FIT)	Number of identified instances where facilities meet the "good repair" standard (90%-98.99%) or above as measured by the Facility Inspection Tool (FIT) will increase by one school per year until it reaches and remains at 100% (32 school	30	26	32	32	32	32	All - FASO, including custodians	All - \$20.57M - Facility and Support Operations (including custodians)

GUSD PRIORITY 2: CREATE A CULTURE OF LEARNING

Goal 2-3: Provide teachers with tools and training to implement State academic standards.

State Priorities Met - 2: Implementation of State Standards

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 2-3-1: [L] Implementation of State academic standards for all content areas	At least one subject area will move up at least one level as measured by the 5-point LCAP Self-Reflection tool per year.	NA	NA	NA	PD - ELD Beginning Implementation = 23.1%	Initial Implementation	Full Implementation	All - Dir. Teaching & Learning (also under AMO 1-1-1 and 1-2-4) All - Professional development for CCSS implementation (also under AMO 1-1-1 and 1-2-4)	All - \$0.15M - Director of Teaching and Learning - UNBUDGETED (also under AMO 1-1-1 and 1-2-4) All - \$5.6M - Common Core Implementation (also under AMO 1-1-1 and 1-2-4) All - \$2.6M - Common Core Academic Support (also under AMO 1-1-1 and 1-2-4)
								Targeted - PD for teacher specialists (also under AMO 1-1-1 and 1-2-4)	Targeted - \$1.4M - Teacher specialists - not incl. FLAG (also under AMO 1-1-1 and 1-2-4)

GUSD PRIORITY 2: CREATE A CULTURE OF LEARNING

Goal 2-4: Provide students with access to support (interventions) and instructional tools (technology) for learning.

State Priorities Met - 1: Basic, 2: Implementation of State Standards

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 2-4-1: [GUSD] Access to interventions at the school site	Number of schools implementing a Multiple Tiered Support System (MTSS) will increase by 9 schools per year until it reaches and remains at 100% (29 schools).	NA	4	13	32	32	32	All - Utilize Student Study Team (SST) software to monitor success of student interventions All - Summer school All - School site interventions	All - \$0.20M - Professional development utilizing SST software All - \$4.71M - Alternative Education Programs (including summer school) (also under AMO 2-4-2) All - \$8.87M - School site intervention services
								Targeted - Interventions for students not meeting standards (also under AMO 1-1-1, 1-1-2, 1-1-3, 1-1-4, and 1-2-4) Targeted - Summer school/ESY	Targeted - \$2.5M - Allocation to school sites for interventions based on unduplicated count (also under AMO 1-1-1, 1-1-2, 1-1-3, 1-1-4, and 1-2-4) Targeted - \$2M - Summer school, after school interventions, programs/supplies, not including Goalbook and APEX
AMO 2-4-2: [GUSD] Access to alternative education opportunities.	Cost per pupil for alternative education programs will decrease by \$1,000 per year in order to improve program sustainability.				4,587,965	4,586,965	4,585,965	All - Alternative education programs, including Daily, Jewel City, Verdugo Academy, and F.A.C.T.S.	All - \$4.71M - Alternative Education Programs (also under AMO 2-4-1)
								Targeted - Alternative education programs, including Daily, Jewel City, Verdugo Academy, and F.A.C.T.S. Targeted - Daily Young Parent Education Program Targeted - Buses for Clark Magnet HS Targeted - 1 FTE for F.A.C.T.S. Targeted - Add 1 FTE for Jewel City	Targeted - \$2.1M - Daily, Jewel City, other sites Targeted - \$0.87M - Clark Transportation Targeted - \$0.10M FACTS 1 FTE Targeted - \$0.10M - Add 1 FTE Jewel City (UNBUDGETED)
AMO 2-4-3: [GUSD] Access to technology in the classroom	Ratio of students-to-devices in good repair will remain at 3 students-to-1 device.	3637	3.1 students-to-1 device (8,437 devices)	3 students-to-1 device (10,831 devices)	3 students-to-1 device	3 students-to-1 device	3 students-to-1 device	All - New devices All - Device maintenance All - BYOD implementation? All - GenYes Programs	All - \$0.50M - Chromebook purchases All - \$0.18M - GenYes Programs and School Sites
								Targeted - Library aides/multi-media techs	Targeted - \$0.74M - Library Aides & Multi-Media Techs

GUSD PRIORITY 3: INCREASE ENGAGEMENT

Goal 3-1: Provide a positive environment and opportunities for students to connect with their school and community.

State Priorities Met - 5: Pupil Engagement, 6: School Climate

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	State Priorities Met - 5: Pupil Engagement, 6: School Climate						ACTIONS	BUDGET
		2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
AMO 3-1-1: [S] Chronic absenteeism rates	Chronic absenteeism rate will decrease by a minimum of 0.2% per year for All Students and each Student Group.	8.4%	8.0%	7.9%	7.7%	7.5%	7.3%	All - Classified staff to monitor attendance (also under AMO 3-1-4) All - Provide early interventions to reduce chronic absenteeism Targeted - Healthy Start (also under AMO 2-1-2 and 3-1-4)	All - \$8.5M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 2-1-2, 3-1-2, 3-1-4, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE All - \$0.14M - Classified staffing to monitor attendance (also under AMO 3-1-4) All - \$0.14M - Decrease chronic absentee rate through early interventions Targeted - \$0.938M - Healthy Start (federal program) (also under AMO 2-1-2 and 3-1-4) Targeted - \$0.183M - Additional foster/ homeless/ attendance counselor 1 FTE - UNBUDGETED (also under AMO 2-1-2 and 3-1-4)
AMO 3-1-2: [S] High school graduation rates	Cohort graduation rate will increase by a minimum of 0.5% per year for All Students and each Student Group.	<u>91.5%</u>	<u>92.9%</u>	93.4%	93.9%	94.4%	94.9%	All - Counselors (also under AMO 1-2-1, 1-2-2, 3-1-5, and 3-1-6) Targeted - APEX Targeted - Additional counselors to decrease/maintain 500:1 ratio at MS/HS (also under AMO 1-2-1 and 1-2-2)	All - \$8.53M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 1-2-2, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE Targeted - \$2 M - Summer school, after school interventions, programs/supplies - APEX only Targeted - \$0.125M - Additional counselors 1 FTE - UNBUDGETED (also under AMO 1-2-2 and 3-1-2)
AMO 3-1-3: [S] Suspension rates	Suspension rate will decrease by a minimum of 0.2% per year for All Students and each Student Group.	<u>2.80%</u>	<u>2.5%</u>	<u>2.6%</u>	2.4%	2.2%	2.0%	All - PBIS/ restorative justice (also under AMO 3-1-7)	All - \$0.20M - PBIS and other behavioral interventions (also under AMO 3-1-7)
AMO 3-1-4: [LCAP] Attendance rates	Attendance rate will increase by a minimum of 0.2% per year for All Students and each Student Group.	96.2%	96.2%	96.5%	96.7%	96.9%	97.1%	All - Classified staff to monitor attendance (also under AMO 3-1-1) Targeted - Healthy Start (also under AMO 2-1-2 and 3-1-1)	All - \$8.5 M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 2-1-2, 3-1-1, 3-1-2, 3-1-5, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE All - \$0.14M - Classified staffing to monitor attendance (also under AMO 3-1-4) Targeted - \$0.938M - Healthy Start (federal program) (also under AMO 2-1-2 and 3-1-1) Targeted - \$0.183 M - Additional foster/ homeless/ attendance counselor 1 FTE - UNBUDGETED (also under AMO 2-1-2 and 3-1-1)
AMO 3-1-5: [LCAP] Middle school dropout rates	Middle school dropout rate (grade 7-8) will decrease by a minimum of 0.03% per year (1 student) for All Students and each Student Group until it reaches and remains at 0%.	<u>0.09% (4 students)</u>	<u>0.08% (3 students)</u>	0.05%	0.02%	0.00%	0.00%	All - Counselors (also under AMO 1-2-1, 1-2-2, 3-1-2, and 3-1-6)	All - \$8.5 M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 1-2-2, 3-1-2, and 3-1-6) + Additional \$0.25 targeted additional counselors 2FTE
AMO 3-1-6: [LCAP] High school dropout rates	High school cohort dropout rate will decrease by a minimum of 0.5% per year for All Students and each Student Group. (Note: State calculation changed as of 2015-16).	<u>0.7% (64 students)</u>	<u>0.5% (40 students)</u>	0.8%	0.3%	0.0%	0.0%	All - Counselors (also under AMO 1-2-1, 1-2-2, 3-1-2, and 3-1-5) TARGETED - ADDITIONAL COUNSELORS	All - \$8.5 M - School counseling, Social Emotional Support Services, & Health (counselors, psychologists, nurses, health assistants) (also under AMO 1-2-1, 1-2-2, 3-1-2, and 3-1-5) + Additional \$0.25 targeted additional counselors 2FTE
AMO 3-1-7: [LCAP] Expulsion rates	Expulsion rate will remain at 0% for All Students and each Student Group.	<u>0.01%</u>	<u>0.01%</u>	0%	0%	0%	0%	All - PBIS/ restorative justice (also under AMO 3-1-3)	All - \$0.20M - PBIS and other behavioral interventions (also under AMO 3-1-3)
AMO 3-1-8: [LCAP] Other local measures, including surveys of pupils on the sense of school connectedness.	Percent of students stating that they are involved in one or more school activity as measured by the GUSD Student Culture Survey will increase by a minimum of 5% per year.	NA	NA	56%	58%	63%	68%	All - Allocation to administer surveys - would replace CHKS line item (Also under AMO 2-1-1, 2-1-2, and 2-1-3) Targeted - Panorama Student Client Survey Targeted - 0.8 FTE for elementary instrumental music teacher Targeted - Stipends for academic coaching (elementary), sports, chorus, technology, etc. Targeted - Panorama Student Client Survey	All - \$0.02M - GUSD student survey on safety/connectedness (Also under AMO 2-1-1, 2-1-2, and 2-1-3) Panorama Student Client Survey (\$55K) (Also under AMO 2-1-1, 2-1-2, and 3-1-8) Targeted - \$0.07M - 0.8 FTE for Elementary instrumental music teacher - UNBUDGETED Targeted - Stipends for academic coaching (elementary), sports, chorus, technology, etc. - UNBUDGETED Panorama Student Client Survey (\$55K) (Also under AMO 2-1-1, 2-1-2, and 3-1-8)

GUSD PRIORITY 3: INCREASE ENGAGEMENT

Goal 3-2: Engage families and community to support student learning.

State Priorities Met - 3: Parent Involvement

ANNUAL MEASURABLE OUTCOMES (AMO)	WRITE AS SMARTE GOAL	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	ACTIONS	BUDGET
AMO 3-2-1: [L] Parent input in decision making	Percent of students being represented by a parent/guardian at meetings of local governing boards and/or advisory committees (LCAP, ELAC, DELAC, SSC, or PTA) will increase by 5% per year for All Students and each Student Group.	NA	NA	NA	42	52	62	All - Parent meeting costs (promotion, food, etc.)	All - \$0.03M - Increase parent opportunities (also under AMO 3-2-2)
AMO 3-2-2: [L] Parent participation in programs for unduplicated pupils (UDPs)	Percent of students being represented by a parent/guardian at trainings/workshops that are linked to student learning and/or social-emotional development or growth will increase by 10% per year for All Students and each Student Group.	NA	NA	NA	36	46	56	All - Parent training/education opportunities	All - \$0.03M - Increase parent opportunities (also under AMO 3-2-1)
AMO 3-2-3: [GUSD] Communication	Percent of students for whom at least one parent has a valid email address registered with GUSD will increase by 10% per year until 100% of email addresses are captured.	NA	NA	77%	77%	87%	97%	All - Q information system All - School and district websites All - Parent communication materials (printing, designing, etc.)	All - \$0.09M - Q Student information system All - \$0.1M - GUSD and school site websites
								Targeted - Translation services	Targeted - \$0.80 - Translation services

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. Aleksanyan, Hasmik Effective 5/15/18
Education Assistant I
Cerritos Elementary School
2. Asatryan, Ani Effective 5/18/18
Education Assistant I
Cloud Children's Center
3. Babakhani, Karmen Effective 6/07/18
Cafeteria Worker I
Edison Elementary School
4. Eyvazi, Armineh Effective 6/01/18
Accounting Supervisor
Financial Services Department
5. Finer, David Effective 5/24/18
Education Assistant Intensive Support
Special Education Department
6. Han, Kathy Effective 6/07/18
5th/6th Grade Teacher
Monte Vista Elementary

Resignations: Continued

- | | | |
|-----|--|-------------------|
| 7. | Lim, Geoffrey
Buyer
Procurement & Contract Services Department | Effective 5/18/18 |
| 8. | Lingat, Annalou
Behavior Intervention Assistant
EEELP | Effective 6/07/18 |
| 9. | Maksoudian, Lilit
Early Education Teacher
Cerritos Elementary (EEELP) | Effective 6/06/18 |
| 10. | Menashe, Jessica
SAI Core Teacher
Edison Elementary | Effective 6/07/18 |
| 11. | Ramos-Ramirez, Monica
Education Assistant Intensive Support
Special Education Department | Effective 6/6/18 |
| 12. | Roman, Ibon
Education Assistant I
Pacific/Edison Preschool | Effective 6/01/18 |
| 13. | San Martin, Vanessa
Program Supervisor
Early Education & Extended
Learning Programs | Effective 5/31/18 |
| 14. | Spray, Shelley
Library Assistant
Mountain Avenue Elementary School | Effective 6/06/18 |
| 15. | Valadez, Elizabeth
Education Assistant I
Cerritos Elementary School | Effective 6/6/18 |
| 16. | Willcox, Katherine
Education Assistant I
Monte Vista Elementary School | Effective 6/07/18 |

Retirements:

1. Bitow, Elizabeth B.
Math/Science Teacher
Wilson Middle School
Effective 6/30/18
27 years of service
2. Padilla, Sharon
Education Assistant II
Dunsmore Elementary School
Effective 6/7/18
26 years, 1 month of service
3. Peters, Carrie
English Teacher
Glendale High School
Effective 6/08/18
22 years, 7 months of service
4. Spiegel, David
ELD Teacher
Glendale High School
Effective 6/08/18
23 years of service
5. Sullivan, Marcia J.
Transitional Kindergarten Teacher
La Crescenta Elementary
Effective 6/08/18
21 years, 4 months of service
6. Warren, Katherine K.
Teacher Specialist
Education Technology &
Information Services
Effective 6/23/18
17 years of service
7. Winfield, Linda K.
2nd Grade Teacher
Fremont Elementary
Effective 6/08/18
28 years, 4 months of service

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Amendment to Property Exchange Agreement between Glendale Unified School District and Carmel Partners Realty, 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 District will consider amending the Exchange Agreement to include certain terms pursuant to the proposed Amendment No. 5 to the Exchange Agreement. Consideration of an Amendment No. 5 to the Exchange Agreement and corresponding Resolution would take place at a subsequent Board Meeting.

GLENDALE UNIFIED SCHOOL DISTRICT

RESOLUTION NO. __

**RESOLUTION OF INTENTION TO EXCHANGE DISTRICT REAL
PROPERTY WITH CARMEL PARTNERS; APPROVAL OF
AMENDMENT NO. 5 TO EXCHANGE AGREEMENT**

WHEREAS, the Glendale Unified School District ("District") owns a fee simple interest in approximately 2.41 acres of improved land, with a building consisting of 40,000 square feet, located at 223 N. Jackson Street, in the City of Glendale, County of Los Angeles, State of California which is generally known as the District Office site and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("District Office Property") and the District owns a fee simple interest in approximately 0.64 acres of improved land, with a multi-family building consisting of 12,064 square feet, located at 316 W. Palmer Avenue, in the City of Glendale, County of Los Angeles, State of California which is generally known as the Palmer site and is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Palmer Property") (collectively, the Palmer Property and the District Office Property are referred to as the "District Property"); and

WHEREAS, Carmel Partners Realty Investors, LLC ("Carmel Partners") owns, or will own, a fee simple interest in approximately 44,651 square feet of improved land, with a building consisting of 116,505 square feet, located at 425 East Colorado Street, in the City of Glendale, County of Los Angeles, State of California which is more particularly described on Exhibit "C" attached hereto and incorporated herein by reference ("Carmel Partners Property"); and

WHEREAS, Education Code Section 17536, et. seq. provides that the governing board of a school district, upon a two-thirds vote of its members, may exchange any of its real property for real property of another person or private business firm upon such terms and conditions as the parties thereto may agree, without complying with any of the disposal of surplus property provisions set forth in the Education Code; and

WHEREAS, the Governing Board of the Glendale Unified School District ("Board") previously approved Resolution No. 8 and Resolution No. 10. (collectively, the "Exchange Resolutions"), attached hereto and incorporated herein as Exhibit "D," which authorized the District to exchange the District Property with the Carmel Partners Property pursuant to an Exchange Agreement between the District and the Carmel Partners approved by the Board;

WHEREAS, the Board, at its meeting on August 15, 2017, approved that certain Exchange Agreement And Joint Escrow Instructions dated August 16, 2017 between the District and Carmel Partners, as amended by Amendment No. 1 to Exchange Agreement And Joint Escrow Instructions dated September 20, 2017, Amendment No. 2 to Exchange Agreement And Joint Escrow Instructions dated October 5, 2017, Amendment No. 3 to Exchange Agreement And Joint Escrow Instructions dated October 12, 2017, and Amendment No. 3 to Exchange Agreement And Joint Escrow Instructions dated October 24, 2017 (collectively, the "Exchange Agreement") which authorized the District to exchange the District Property with the Carmel Partners Property;

WHEREAS, the District ratifies and reconfirms its approval of the Exchange Agreement and intent to exchange the District Property; and

WHEREAS, the District desires to amend certain terms of the Exchange Agreement pursuant to Amendment No. 5 to the Exchange Agreement, attached hereto and incorporated herein as Exhibit “E”.

NOW, THEREFORE, the Governing Board of the Glendale Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That Amendment No. 5 to the Exchange Agreement is hereby approved.

Section 3. That the District’s Superintendent and Assistant Superintendent, Business Services are authorized and directed to do any and all things and to negotiate, execute and deliver any and all documents which, in consultation with staff and District’s legal counsel, they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, including but not limited to, the execution of Amendment No. 4 to the Exchange Agreement, and any such actions previously taken by such officers are hereby approved, ratified and confirmed.

Section 4. That this Resolution shall take effect upon adoption.

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ADOPTED, SIGNED AND APPROVED this ___ day of June 2018.

President of the Governing Board for the
Glendale Unified School District

I, Jennifer Freemon, Clerk of the Governing Board of Glendale Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing of said District at a meeting of said Board held on the ___ day of June 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

EXHIBIT "A"

LEGAL DESCRIPTION OF DISTRICT OFFICE PROPERTY

Real property in the City of Glendale, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 3, 5, AND 7, IN BLOCK 7 OF THE TOWN OF GLENDALE, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGES 95 AND 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 9, 11, 13, 15, 17, 19, 20, 21, 22, 23, AND 24, INCLUSIVE, IN BLOCK 7 OF THE TOWN OF GLENDALE, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGES 95 AND 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 7 AS SHOWN ON SAID MAP OF THE TOWN OF GLENDALE, BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 10 AND BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 24.

EXCEPTING THEREFROM THE NORTHERLY 12 FEET OF SAID ALLEY.

APN: 5642-017-901, 5642--017-902, 5642-017-903 and 5642-017-904

EXHIBIT "B"

LEGAL DESCRIPTION OF PALMER PROPERTY

Portion of Lot 17, Watt's Subdivision of a part of Rancho San Rafael, Map recorded in Book 5, Pages 200 and 201, in the office of the County Recorder. Refer to the Los Angeles County Assessor records for a more in depth legal description

Larger Parcel APN(s): 5640-006-900

EXHIBIT "C"

LEGAL DESCRIPTION OF THE CARMEL PARTNERS PROPERTY

Real property in the City of Glendale, County of Los Angeles, State of California, described as follows:

LOTS 13, 15, 17, 19, 20 AND 21 OF BLOCK 50 OF THE GLENDALE TRACT, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21 PAGE 96 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM LOT 15 ALL OIL AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED JULY 17, 1977, AS INSTRUMENT NO. 77-641504.

APN: 5642-010-046

DRAFT

EXHIBIT "D"

EXCHANGE RESOLUTIONS

AMENDMENT NO. 5 TO THE EXCHANGE AGREEMENT

[To Be Inserted]

**AMENDMENT NO. 5 TO EXCHANGE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Amendment to Exchange Agreement and Joint Escrow Instructions (“**Amendment No. 5**”) between the Glendale Unified School District (“**District**”) and Carmel Partners Realty Investors, LLC (“**Carmel Partners**”) (collectively, the “**Parties**”) is hereby made and entered into as of June __, 2018 (“**Effective Date**”) as follows:

WHEREAS, District and Carmel Partners have entered into the Exchange Agreement and Joint Escrow Instructions dated August 16, 2017, as amended by that certain Amendment No. 1 to Exchange Agreement and Joint Escrow Instructions dated September 20, 2017, that certain Amendment No. 2 to Exchange Agreement and Joint Escrow Instructions dated October 5, 2017, that certain Amendment No. 3 to Exchange Agreement and Joint Escrow Instructions dated October 12, 2017, and that certain Amendment No. 4 to Exchange Agreement and Joint Escrow Instructions dated October 24, 2017 (collectively, the “**Exchange Agreement**”) for the exchange of that certain real property owned by the District located at 223 N. Jackson Street, in the City of Glendale, County of Los Angeles, State of California which is generally known as the District Office site (the “**District Office Property**”) and that certain real property owned by the District located at 316 W. Palmer Avenue, in the City of Glendale, County of Los Angeles, State of California which is generally known as the Palmer site (the “**Palmer Property**”) (collectively, the Palmer Property and the District Office Property are referred to as the “**District Property**”), for that certain real property owned by Carmel Partners located at 425 East Colorado Street, in the City of Glendale, County of Los Angeles, State of California (the “**Carmel Property**”) as more particularly described as set forth in the Exchange Agreement; and

WHEREAS, the Parties have agreed that as part of the exchange of the District Property for the Carmel Property, the District shall pay to Carmel at the Close of Escrow an additional amount of Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000) and which shall be included as part of the Additional Consideration as described in the Exchange Agreement; and

WHEREAS, the Parties have agreed that as part of the exchange of the District Property for the Carmel Property, the District shall record a covenant (the “**Density Covenant**”) on the District Office Property limiting future development to approximately 8,300 to 12,800 square feet and two to six residential units. The Density Covenant shall be in the form attached hereto and incorporated herein as Exhibit “A”.

WHEREAS, the Parties have agreed that as part of the exchange of the District Property for the Carmel Property, the District shall retain Lot 5 of the District Property (“**Lot 5**”) which shall continue to provide parking for the District. In the event that the City of Glendale accepts a dedication from Carmel Partners of Lot 7 of the District Property (“**Lot 7**”), the District agrees to use its best effort to negotiate a joint use agreement with the City of Glendale to share use of Lot 5 and Lot 7 as a park for school and community recreational purposes.

WHEREAS, the Parties have agreed that as part of the exchange of the District Property for the Carmel Property, Carmel shall relocate, at no cost to the District, the mobile classroom located on Lot 5 to the location as set forth herein; and

WHEREAS, Section 8.11 of the Exchange Agreement requires that any amendment or modification to the Exchange Agreement must be in writing and executed by both Parties.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth below.

1. Additional Consideration. District shall pay an additional Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000) to Carmel Partners at the Close of Escrow.

2. Density Covenant. At the Close of Escrow, the District shall record the Density Covenant on the District Office Property limiting future development to approximately 8,300 to 12,800 square feet and two to six residential units.

3. Lot 5. The District shall retain Lot 5 of the District Property which shall continue to provide parking for the District. In the event that the City of Glendale accepts a dedication from Carmel Partners of Lot 7 of the District Property, the District agrees to use its best effort to negotiate a joint use agreement with the City of Glendale to share use of Lot 5 and Lot 7 as a park for school and community recreational purposes while continuing to utilize Lot 5 for a minimum of twelve (12) parking spaces for District use. The cost of park improvements for Lot 5 and/or Lot 7 shall not be the responsibility of the District.

4. Mobile Classroom Relocation. Carmel shall relocate at no cost to the District the mobile classroom located on Lot 5 to the location identified in Exhibit "B" attached hereto and incorporated herein. Notwithstanding the foregoing, the District shall be responsible for all fees and approvals associated with such relocation.

5. Jackson Street Office Leaseback. After the District vacates the District Office Property under the leaseback agreement for the District Office Property (the "Leaseback Agreement"), as defined in the Exchange Agreement, Carmel shall continue to leaseback to the District approximately 2,012 square feet of office space in the office building (the "Jackson Street Office") that will remain on Jackson Street Property on the same terms and conditions with the exception of the following terms which shall replace and supersede the corresponding Leaseback Agreement the terms:

1. Monthly Rent: Zero Dollars (\$0)
2. Term Expiration: December 31, 2020 (i.e., the end of the extension term provided in the 6th Amendment to the Bureau Veritas lease)
3. As-Is Condition: Such space will be leased to the District in as-is condition and Carmel Partners shall not be required to perform any tenant improvement work or provide an tenant improvement allowances to the District.

Notwithstanding the foregoing, in the event that the District determines that adequate space is available in the Carmel Property to meet the District's needs, the District shall notify Carmel in

writing that the Jackson Street Office will not be needed by the District and this provision will have no further force or effect.

6. Department of Industrial Relations Determination. Carmel's closing obligation to be contingent upon receipt of Department of Industrial Relations (DIR) determination stating that Carmel's proposed development project is not subject to prevailing wage. Notwithstanding the foregoing, in the event that Escrow does not close due to a failure to receive a DIR determination stating that Carmel's proposed development project is not subject to prevailing wage, the District shall be entitled to receive the District Default Reimbursement Amount of up to Two Hundred and Fifty Thousand Dollars (\$250,000.00).

7. Right of Entry Agreement. During construction of Carmel Partners' project, the District shall provide Carmel Partners with access to a 3-foot wide strip of property on the Daily High School Site along the shared property line as set forth in the Right of Entry Agreement attached hereto and incorporated herein as Exhibit "C".

8. Parking Option Agreement. Carmel Partners shall offer the District the option to lease up to twenty-two (22) parking spaces in the parking structure that will be built as part of the new development project on the District Office Property as set forth in the Parking Option Agreement attached hereto and incorporated herein as Exhibit "D".

9. Close of Escrow. The Close of Escrow shall occur upon five (5) business days' notice from Carmel Partners to the District. The outside closing date will be December 31, 2018.

10. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Exchange Agreement.

11. Binding Effect; Partial Invalidity. This Amendment No. 5 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment No. 5 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 5 or the Exchange Agreement.

12. Full Force and Effect. The Exchange Agreement is hereby modified with respect to the terms set forth in this Amendment No. 5, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment No. 5, the Exchange Agreement shall remain unmodified and in full force and effect as executed by the Parties.

13. Counterparts. This Amendment No. 5 may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

14. Inconsistencies. In the event of any inconsistency between the terms of this Amendment No. 5 and those of the Exchange Agreement, Amendment No. 5 shall control, then the Exchange Agreement, in that order.

[signature page follows]

IN WITNESS WHEREOF, District and Carmel Partners have, by their duly authorized representatives, executed this Amendment No. 5, as of the Effective Date set forth above, and agree that this Amendment No. 5 shall constitute binding modifications to the Exchange Agreement.

DISTRICT:

CARMEL PARTNERS:

GLENDALE UNIFIED SCHOOL DISTRICT

CARMEL PARTNERS REALTY INVESTORS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DENSITY COVENANT

EXHIBIT "B"

MOBILE CLASSROOM RELOCATION

EXHIBIT C

Right of Entry Agreement

EXHIBIT D

Parking Option Agreement

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 3

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 (2017-18) as listed below, have been aligned with the District's Local Control Accountability Plan (LCAP).

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.

1. Promote a culture of "Caring, Trust and Inquiry."
2. Promote and implement the Board-adopted Local Control Accountability Plan with a focus on maximizing student achievement, creating a culture of learning, and increasing engagement.
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.

At its meeting on May 15, 2018, the Board of Education began the discussion of suggested areas of focus for the 2018-19 school year. Based on the areas of focus mentioned by each board member, we have provided suggested priorities for consideration/modification as follows:

Student Achievement

- Evaluate, plan, and support all of our GUSD specialized programs—FLAG, Magnet, and CTE—to ensure the long-term success and sustainability.
- Offer and support high-quality student programs so that our students are prepared to compete in a global society.

Financial Literacy

- Ensure that financial literacy is a part of the learning experience for each student to further the development of knowledge, skills, and attitudes needed for responsible citizenship.

Student Wellness

- Continue to plan for and support student wellness in the areas of safety, mental and physical health, and access to social/emotional supports.
- Continue to expand the development and effectiveness of PBIS and Restorative Practices districtwide.

Solvency/Financial Responsibility

- Develop and implement a financial plan that addresses ongoing deficit spending in order to maintain District fiscal integrity and stability of instruction and programs.

Increase Engagement:

- Continue to seek the involvement and participation of the entire community in the learning process.

Safe/Secured Facilities:

- Implement facility improvements to maintain a healthy, safe and secure environment for staff and students to maximize student learning.

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

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: Update on Measure S and Facility Programs

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

1. Superintendent's Facility Advisory Committee (SFAC)
2. Items on this Agenda
 - Approval of Change Order No. 3 to Bid No. 111-15/16 with ACC Contractors, Inc. for the Overcrowding Relief Grant 2-Story Building at Muir Elementary School and Notice of Completion
 - Approval of Independent Contractor Agreement Nos. 472 through 482 with Convergent Technologies for Installation of Security Surveillance Systems at Various School Sites
 - Approval of Modification to the Award of Bid No. 170-17/18 for Play Area Improvements at Various School Sites
 - Award of Bid No. 172-17/18 for Installation of Portable Classrooms at Balboa Elementary School
 - Award and Rejection of Bid No. 173-17/18 for Installation of Portable Classrooms at Balboa Elementary School
 - Approval of Glendale High School Chiller Replacement Project and Budget Allocation
 - Approval of CEQA Consulting Services Contract for Crescenta Valley High School Stadium Bleachers and Lights

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 5

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 Students, Students-Welfare; Community Relations; and Philosophy, Goals, Objectives and Comprehensive Plans**

This report will provide the Board of Education with information on the need to create a new or revise existing Board Policies (BP) 5113.1 (Chronic Absence and Truancy); BP 5145.13 (Response to Immigration Enforcement); BP 5144 (Discipline); BP 5145.3 (Nondiscrimination/Harassment); BP 1330 (Public Activities Involving Staff, Students or School Facilities-Use of School Facilities); and BP 0410 (Nondiscrimination in District Programs and Activities) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 5113.1 – Chronic Absence and Truancy

CSBA Update October 2017
Last GUSD Update August 2017

California School Boards Association (CSBA) updated their model policy to reflect the inclusion of a chronic absence indicator in the California School Dashboard effective in the fall of 2018, add examples of interventions for attendance problems, and delete section on "School Attendance Review Board" since that material is now covered in BP/AR 5113.12 - District School Attendance Review Board. Upon approval of the Board Policy ,the corresponding Administrative Regulation will subsequently be updated to delete references to 5 CCR 15497.5 (repealed), which formerly contained the LCAP template that is now available on the CDE web site, and to delete a section on the appointment and general duties of attendance supervisors, now covered in AR 5113.11 - Attendance Supervision.

BP 5145.13 – Response To Immigration Enforcement

CSBA Update May 2018
Last GUSD Update N/A

This is a new policy that reflects a new State law, AB 699, which mandates districts to adopt, by July 1, 2018, policy consistent with the model policy developed by the California Attorney General, including policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. The policy also reflects the new State law, SB 31, which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion. An accompanying Administrative Regulation will be presented to the Board upon approval of the new Board Policy.

BP 5144 – Discipline

CSBA Update	December 2017
Last GUSD Update	January 2003

Staff is recommending revisions to Board Policy 5144 regarding Student Discipline, using California School Boards Association (CSBA) suggested language and in accordance with state and federal law.

BP 5145.3 – Nondiscrimination/Harassment

CSBA Update	May 2018
Last GUSD Update	October 2016

Staff is recommending minor revisions made in policy based on CSBA suggested language to reflect a new State law, AB 699, which prohibits discrimination based on immigration status. The accompanying Administrative Regulation will be updated similarly once the Board Policy is approved.

BP 1330 – Public Activities Involving Staff, Students or School Facilities – Use of School Facilities

CSBA Update	August 2014
Last GUSD Update	February 2014

BP 1330 is revised to comply with Education Code and federal and state laws.

BP 0410 - Nondiscrimination in District Programs and Activities

CSBA Update	May 2018
Last GUSD Update	January 2017

Staff is recommending that the policy be updated using CSBA recommended language to reflect a new State law, AB 699, which:

1. Adds immigration status to the categories of characteristics that are protected against discrimination.
2. Requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs.
3. Mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services.

The revised policy also reflects provisions of the Attorney General's model policy and another new State law, SB 31, which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

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 19, 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.

Students – Chronic Absence and Truancy

The Board of Education believe that ~~excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, whatever the cause,~~ may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the District.

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students classified as who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the District. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates ~~for all District students,~~ for each school, and disaggregated for each numerically significant student subgroups as defined in Education Code 52052. Such data shall be ~~disaggregated and~~ used in the development of annual goals and specific actions for student attendance and engagement ~~and for inclusion to be included~~ in the District's local control and accountability plan and other applicable school and District plans.

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

The Superintendent or designee shall ~~work~~ consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. ~~He/she~~ The Superintendent or designee ~~also~~ may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government, agencies, and/or medical, mental health, and oral health care providers to ~~ensure that~~ make alternative educational programs ~~and nutrition, health care,~~ and other support services are available for students and families ~~and to intervene as necessary when students have serious attendance problems.~~

Students who are identified as truants shall be subject to the interventions specified in law and

Students – Chronic Absence and Truancy

administrative regulations.

A student's truancy, tardiness, or other absence from school shall not be the sole basis for his/her ~~out-of-school~~ suspension or expulsion. Alternative ~~disciplinary~~ strategies and positive reinforcement for attendance shall be used whenever possible.

The Superintendent or designee shall periodically report to the Board regarding the District's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed. As appropriate, the Superintendent or designee also shall engage ~~key~~ school staff ~~and community agency partners~~ in program evaluation and improvement and in ~~identification~~ the determination of how to best allocate available community resources.

School Attendance Review Board

~~The Board of Education shall establish and appoint members to a School Attendance Review Board (SARB) whose function is to provide intensive guidance and coordinated community services to meet the special needs of students with school attendance problems.~~

~~In accordance with law and administrative regulation, habitual truants may be referred to a SARB.~~

~~The Board may submit a nomination to the County Superintendent of schools for a person who will serve on the county SARB as a representative of school districts.~~

~~The Board shall appoint members of the District's SARB, who may include, but are not limited to, a parent/guardian as well as representatives of the district; county probation department; county welfare department; county office of education; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office.~~

~~The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.~~

Legal Reference: Education Code, Sections 1740-1742; 37223; 41601; 46000; 46100-46014; 46110-46119; 46140-46147; 48200-48208; 48225.5; 48240-48246; 48260-48273; 48290-~~48296~~ 48297; 48320-48325; 48340-48341; 48400-48403; 48900; 49067; 52052; 60901
Government Code Sections 54950-54963 ~~The Ralph M. Brown Act~~

Students – Chronic Absence and Truancy

Penal Code Sections 270.1; 272; 830.1

Vehicle Code Section 13202.7

Welfare and Institutions Code Sections 256-258; 601-601.4; 11253.5

Code of Regulations, Title 5, Sections 306; 420-421;~~15497.5~~

Court Decisions: L.A. v. Superior Court of San Diego County, (2012) 209

Cal. App. 4th 976

Policy Adopted: 05/06/2014

Policy Amended: 08/15/2017; --/--/2018

Students

Response to Immigration Enforcement

The Board of Education is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at District schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the District's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to District records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference: Education Code Sections 200; 220; 234.1; 234.7; 48204.4; 48980; 48985
Government Code Section 8310.3
Penal Code Sections 422.55; 627.1-627.6
United States Code, Title 20 Section 1232g
Court Decisions: Plyler v. Doe, 457 U.S. 202 (1982)

Policy Adopted: --/--/2018

Students – Welfare

Discipline/Punishment

~~Discipline, based on faith in the worth and dignity of each individual, is a positive form of guidance, rather than a punishing device. Any form of discipline that impairs a student's self-respect should be avoided. The teacher's role is one of a strong leader helping students to grow toward self-discipline and self-direction. A dynamic school program that is adapted to the needs and interests of the students and in which the rules of conduct are well known and consistently applied will help keep discipline problems to the minimum.~~

~~Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules in accordance with law to meet the school's individual needs.~~

~~It is the intention of the Board of Education that teachers and school administrators shall enforce disciplinary rules fairly and consistently, without regard to race, creed, color, or sex.~~

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at District schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of District discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Students – Welfare

Discipline/~~Punishment~~

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and District regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the District's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the District's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for District schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the District's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in District schools in the immediately preceding school year and their effect on student learning.

Legal Reference: Education Code, Sections 40; 32280-32288; 35146; 35291; 35291.5; 35291.7; 37223; 48900-48925; 48980-48985; 49330-49335; 49550-49562; 52060-52077
 Civil Code, 1714.1
 Code of Regulations, Title 5: 307;353
 United States Code, Title 24: 1751-1769j; 1773
 ~~Penal Code, Section 243(a)~~

Students – Welfare

Discipline/~~Punishment~~

Policy Adopted: 11/04/1956

Policy Amended: 06/16/1959; 01/06/1976; 06/04/1985; 01/20/1987; 05/21/1996;
01/14/2003; --/--/2018

Formerly BP 5320

Students - Welfare

Nondiscrimination/Harassment

The Board of Education ~~shall ensure~~ desires to provide a safe school environment that allows for all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services, and activities.

The Board ~~of Education~~ prohibits, at any District school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ~~ethnicity~~, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a District school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, ~~includes~~ may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also ~~shall~~ includes the creation of a hostile environment ~~when the~~ through prohibited conduct, which is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board of Education also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or otherwise participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope

Students - Welfare

Nondiscrimination/Harassment

and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination.

The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, ~~bullying, or retaliation, or bullying,~~ in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, ~~and/or expulsion for~~ when the behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; ~~or retaliation~~ shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

Students - Welfare

Nondiscrimination/Harassment

Legal Reference: Education Code, Sections 200-262.4; 48900.3; 48900.4; 48904; 48907;
48950; 48985; 49020-49023; 51500; 51501; 60044
Civil Code, Section 1714.1
Penal Code, Sections 422.55; 422.6
California Code of Regulations, Title 5, Sections 432; 4600-~~4687~~ 4670;
4900-4965
United States Code, Title 20, Sections 1681-1688; 12101-12213;
United States Code, Title 29, Section 794;
United States Code, Title 42, Sections 2000d-2000e-17; 2000h-2-2000h-6;
6101-6107
Code of Federal Regulations, Title 28, Section 35.107;
Code of Federal Regulations, Title 34, Sections 99.31; 100.3; 104.7;
106.8; 106.9; 110.25
Court Decisions:
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567;
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Policy Adopted: 06/04/1985

Policy Amended: 05/21/1996; 02/05/2002; 01/14/2003; 11/05/2013; 03/01/2016;
10/18/2016; --/--/2018

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

General Statement

1. The Board of Education believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by District residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.
2. School-related activities shall have priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.
3. As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the District and the community.
4. Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)
5. For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)
 1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
 2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
 3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

There shall be no advertising on school facilities and grounds except as allowed by District policy specified in BP 1325 – Advertising and Promotion.

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

6. The Board of Education recognizes that District facilities are a community resource whose primary purpose and use is for school programs and activities. The District permits the use of school facilities by groups and organizations whose purposes and objectives contribute to the development and welfare of the community when such use does not interfere with school activities, or result in undue cost to the District. Certain uses are subject to charge, as provided below. Such charges depend upon group categorization, with different charge levels generally ranging from Group I (no charge) to Group II (direct costs) to Group III (fair rental value).

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041.

7. Exemption from charge (Group I) is granted to organizations whose primary purpose and activities are in direct support of school or District programs, such as PTAs, School Foundations, Booster Clubs, and recognized employee organizations/associations (hereinafter referred to as "School Affiliated Groups". The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.
8. Exemption from charge (Group I) may also be granted in the District's discretion for occasional and limited duration use of District facilities to nonprofit, civic, and religious organizations that promote school and youth activities (hereinafter referred to as "Nonprofit Groups"), but such exemption may not apply to any group that uses the school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the District. When such usage is frequent or of longer duration, or the organization charges participants for the activity, the organization may be subject to charge for direct costs (Group II rate).

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

9. The City of Glendale, as part of an overall reciprocity understanding, is exempted from most facility-use charges. This provision may be extended to other governmental agencies as deemed appropriate (hereinafter referred to as "Government Groups").
10. All groups except school-affiliated groups, nonprofit groups, government groups, charging groups, and commercial entertainment groups, as defined herein, shall be charged direct costs (Group II rate). The Board believes that the use of school facilities or grounds should not result in costs to the District. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with Education Code 38134. However, if the use of school facilities or grounds is for religious service, the group shall be charged an amount that equals or exceeds the direct costs.
11. Fair rental charges (Group III rate) are to be assessed to any organization which charges admission, or otherwise charges participants for the activity, and does not expend its net receipts directly for youth or public school activities of the District (referred to as "Charging Groups"), and within the District's discretion, any organization not qualifying for Group I, Group II, as defined herein. The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of District schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.
12. Commercial entertainment programs do not qualify as community programs for civic center use. Use of school facilities for such purposes may be granted at the discretion of the District, with uses subject to the rental charges and fees established by the District in its discretion. Commercial filming and television activities and resulting film or broadcast product shall not specifically identify the school facilities, staff or students. In addition, the organizations will be responsible for obtaining necessary permits (hereinafter referred to as "Commercial Entertainment Groups").
13. No facility use permit will be issued when it has been determined that approval of a requested use would not be in the best interest of the District.
14. Users in any Group are to be subject to special additional charges if their use causes damage to or loss of District/school-site supplies and/or equipment, special maintenance or special accommodations, or if their use requires additional District personnel or work

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed). Additionally, a facility permit may be revoked at any time that the District believes that the permittee is not using District facilities in a responsible manner.

15. Prior to the issuance of a facility use permit, the requesting organization must provide an original certificate of insurance, in the minimum amount of \$1 million, and a separate specific endorsement which names the Glendale Unified School District as an additional insured on the organization's liability policy. Additionally, a Hold Harmless Agreement and a Rules and Regulations acceptance document must be completed and signed by a duly authorized representative of the organization and received by the District prior to facility use.
16. The Superintendent or designee is authorized to negotiate use of facility fees and enter into long-term agreements (up to twelve months) with qualifying Nonprofit Groups whose primary purpose is to serve students of the community and to supplement the educational program provided to students. It is the intent of the Board that the District not expend any of its funds to support the use of these facilities by the group. Such agreements shall ensure that the District is fully compensated for any costs incurred resulting from use of its facilities. Additionally, such agreements are not a guarantee of exclusive use of facilities during the period identified for use.
17. The Superintendent is authorized to develop Administrative Regulations as deemed necessary to implement this policy.
18. "Direct Costs" means those costs of supplies, equipment, utilities, custodial and other services provided by District employees necessitated by the organization's use of the school facilities and grounds of the District. "Fair Rental Value" means the direct costs to the District, plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized. Both fair rental value and direct costs are, for convenience, estimated and charged to users on a uniform hourly basis. In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)
 1. ~~Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved.~~

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds.

2. ~~Maintenance, repair restoration, and refurbishment of the school facilities or grounds.~~

Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of District employees and/or contracted workers, and salaries and benefits paid to District employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds.

~~However, for classroom based programs that operate after school hours, including, but not limited to, after school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)~~

However, capital direct costs shall not be charged to organizations retained by the District or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. (Education Code 38134)

Legal References: ~~Education Code Sections 40040 - 40058 (as applicable); Lamb's Chapel v. Center Moriches Union Free School District (1993) 1135Ct. 2141; Fairfax Covenant Church v. Fairfax County School Board (1994) 17F.3d 703; 10900-10914.5 Community recreation programs; 32282 School safety plans; 37220 School holidays; 38130-38138 Civic Center Act, use of school property for public purposes~~
Business and Professions Code 25608 ~~Alcoholic beverage on school premises~~
Military and Veterans Code 1800 ~~Definitions~~
United States Code, Title 20, 7905 ~~Equal access to public school facilities~~
Government Code 54950-54963

Community Relations

Public Activities Involving Staff, Students or School Facilities -- Use of School Facilities

Code of Regulations, Title 5 14037-14042

~~Court Decisions: Good News Club v. Milford Central School, (2001) 533 U.S. 98; Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384; Cole v. Richardson, (1972) 405 U.S. 676; Connell v. Higgenbotham, (1971) 403 U.S. 207; ACLU v. Board of Education of Los Angeles (1961) 55 Cal.2d 167; Ellis v. Board of Education, (1945) 27 Cal.2d 322~~

~~Attorney General Opinions: 82 Ops.Cal.Atty.Gen. 90 (1999); 79 Ops.Cal.Atty.Gen 248 (1996)~~

~~Management Resources: CSBA Publications; Maximizing Opportunities Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010 2010; Building Healthy Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009~~

~~Web Sites: CSBA: <http://www.csba.org>;~~

~~California Department of Education: <http://www.cde.ca.gov> (3/04 11/06) 4/13~~

Policy Adopted: 12/16/1958

Policy Amended: 03/16/1971; 11/17/1978; 01/20/1981; 08/01/1983; 08/06/1985; 05/03/1994; 05/02/1995; 01/16/1996; 09/24/1996; 12/05/2000; 12/18/2001; 12/17/2002; 02/04/2014; ---/---/2018

(Formerly BP 1411)

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

The Board of Education is committed to providing equal opportunity for all individuals in ~~education~~ District programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, or genetic information, a 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.

All individuals shall be treated equitably in the receipt of District and school services. Personally identifiable information collected in the implementation of any District program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the District shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

~~Annually, the~~ The Superintendent or designee shall annually review District programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing District programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in District programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 – Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the District's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in each ~~each~~ announcements, bulletins, catalogs, handbooks, application forms, or other materials

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

~~distributed to these groups and, as applicable, to the public by the District. As appropriate, such~~
The notification shall also be posted on the District's web site and social media and in District schools and offices, including staff lounges, student government meeting rooms, and other prominent locations ~~and shall be posted on the District's website and, when available, District-supported social media as appropriate.~~

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The District's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations. When structural changes to existing District facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the District provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to District and school websites, note takers, written materials, taped text, and Braille or large print materials.

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

The individual(s) identified in AR 1312.3 - Uniform Complaint Procedures as the employee(s) responsible for coordinating the District's response to complaints and for complying with state and federal civil rights laws are hereby designated as the District's ADA coordinator(s). He/she

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to District programs, services, activities, or facilities.

Dr. Kelly King, Assistant Superintendent – Educational Services
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Legal Reference: Education Code, Sections 200-262.4; ~~48980~~; 48985; 51007
Government Code, Sections 8310.3; 11000; 11135; ~~11138~~; 12900-12996; 54953.2
Penal Code, Sections 422.55; 422.6
Code of Regulations, Title 5, 4600-4687; 4900-4965
United States Code, Title 20, 1400-1482; 1681-1688; 2301-2415; 6311; 6312
United States Code, Title 29, 794, Section 504 of the Rehabilitation Act of 1973
United States Code, Title 42, 2000d-2000d-7; 2000e-2000e-17; 2000h-2000h-6; 12101-12213
Code of Federal Regulations, Title 28, 35.101-35.190; 36.303
Code of Federal Regulations, Title 34, 100.1-100.13; 104.1-104.39; 106.1-106.61; 106.9

Policy Adopted: 11/03/2010

Policy Amended: 04/05/2016; 01/17/2017; --/--/2018

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 6

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 High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures**

The proposed course of study outlines (Life Management & Career Development; Construction 1-2; Construction 3-4; Construction 5-6; Technical Cabinet Making & Carpentry 7-8; Technical Cabinet Making & Carpentry 9-10; Honors Studio Art 3-4; and Japanese Language & 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 World Languages and Cultures 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.

HIGH SCHOOLS

Department: Career Technical Education

Course Title: Life Management & Career Development

Grade Level(s): 9-12

School(s)
Course Offered: Allan F. Daily High School

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

Course Credits: 5

Recommended

Prerequisite: Family & Consumer Sciences course or Life Management 1-2

Recommended

Textbook: Preparing for Life and Career, Louise A. Liddell (Author), Yvonne S. Gentzler (Author) ISBN 978-1-60525-625-2, Goodheart-Willcox; 7th edition

Course Overview: Life Management and Career Development is the study of the discipline of Family Consumer Sciences and equips students with career development and essential skills for living. This course focuses on teaching students skills for managing personal, family, and work responsibilities. It provides students with the opportunity to gain life management skills through leadership and career development activities and through instruction in areas of communication; guidance; consumer education; family and human development; personal hygiene; food and nutrition; and individual and family health. This course provides rigorous, standards-driven instruction and assessment, along with project-based learning, which integrates academic and career-technical concepts through Foundation Standards, and contributes significantly to students' academic achievement. At the end of this class, students will have the option to complete one or all of the certificates from the following options: CPR Certification, First Aid Certification, Food Handlers Permit.

Department: Career Technical Education

Course Title: Construction 1-2 (replace Construction 1-2; 5494/5495)

Grade Level(s): 9-12

School(s)

Course Offered: Glendale High School

UC/CSU Approved

(Y/N, Subject): Y; "P" Fine Art

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: Carpentry, Leonard Koel, American Technical Publishers, Inc, 3rd Ed., 1997

Course Overview: Construction 1-2 is the introductory course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. This course will teach comprehensive design skills and concepts based on the elements and principles of design and applied through construction elements, using design and fabrication techniques that will have direct, relevant applications in the field. Students completing the course will have a familiarity with many of the basic job skills in the construction trades and will have applied them to creative problem solving in design projects. The physical products that the students produce will have the functionality of traditional shop projects, but will also demonstrate refined and diverse design concepts and applications.

Department: Career Technical Education

Course Title: Construction 3-4 (replace Construction 3-4; 5496/5497)

Grade Level(s): 10-12

School(s)
Course Offered: Glendale High School

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

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Construction 3-4 is the concentration course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. The purpose of the course is to provide students the opportunity to develop their skills in foundation in art and design elements through the woodworking process. Students will learn about furniture styles, construction, and proper design so as to accommodate the characteristics of the material(s) being utilized. Project strength, durability, and overall quality will be emphasized in student projects through proper design utilizing appropriate joinery and superior craftsmanship. The hands-on nature of this course is intended to not only develop the students' ability to successfully fabricate their project, but will also provide opportunities for collaborative work habits, will encourage an appreciation for fine design and craftsmanship, and will develop self-confidence in acquiring new knowledge and skills. The goal of the course is to expose the students to each of the woodworking and artistic processes, while applying a method or technique through project based learning.

Department: Career Technical Education

Course Title: Construction 5-6 (replace Construction 5-6; 5498/5499)

Grade Level(s): 11-12

**School(s)
Course Offered:** Glendale High School

**UC/CSU Approved
(Y/N, Subject):** Pending

Course Credits: 10

**Recommended
Prerequisite:** Completion of Construction 3-4 with a grade of C or better

**Recommended
Textbook:** Modern Carpentry, Willis H. Wagner & Howard Bud Smith,
Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Construction 5-6 is the second concentration course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. This course provides students an overview of the various materials used in construction. After receiving an introduction into fundamental principles of structural, physical and long-term performance, students learn about material and product manufacturing techniques and how they relate to mechanical and non-mechanical properties of the various materials. Common construction methods are introduced and building details are explored. Students have the opportunity to experience material capacity and behavior as well as construction methods in demonstrations and lab experiments. Furthermore, material applications and detailing in structural and non-structural building components are explored. Resulting from this course, students will gain a comparative knowledge of material properties and possible applications in construction and architecture.

Department: Career Technical Education

Course Title: Technical Cabinet Making & Carpentry 7-8 (replace Tech Cab Crp 1-4; 5505/5506)

Grade Level(s): 11-12

**School(s)
Course Offered:** Glendale High School

**UC/CSU Approved
(Y/N, Subject):** Yes, College-Preparatory Elective (“g”)/Interdisciplinary

Course Credits: 10

**Recommended
Prerequisite:** Completion of Construction 5-6 with a grade of C or better.

**Recommended
Textbook:** Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Technical Cabinet Making and Carpentry 7-8 is the first capstone course under the Building and Construction Trade Industry Sector. Technical Cabinet Making and Carpentry 7-8 integrates skills and concepts from the Building and Construction Trades with applied mathematics and English. As a natural progression, students apply the craft skills required to design and build a variety of scaled structures that meet current code requirements. In addition, students make real-world connections between construction, math, and English using written projects, construction documents that include creating blueprints, project packets, and student-centered construction projects. This course provides students the opportunity to apply academic knowledge and technical skills through a hands-on curriculum that meets pre-apprenticeship requirements for the National Building Trades Council.

Department: Career Technical Education

Course Title: Technical Cabinet Making & Carpentry 9-10 (replace Tech Cab Crp 5-8; 5507/5508)

Grade Level(s): 12

**School(s)
Course Offered:** Glendale High School

**UC/CSU Approved
(Y/N, Subject):** Pending

Course Credits: 10

**Recommended
Prerequisite:** Completion of Construction 5-6 with a grade of C or better.

**Recommended
Textbook:** Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Technical Cabinet Making and Carpentry 9-10 is the capstone course under the Building and Construction Trade Industry Sector, Cabinetry, Millwork and Woodworking pathway. Technical

Cabinet Making and Carpentry 9-10 integrates skills and concepts from the Building and Construction Trades with applied mathematics and English. Students apply advanced levels of craft skills required to design and build a piece of furniture that meet current code requirements. Students make real-world connections between construction, math, and English using written projects, construction documents that include creating advanced professional blueprints and student-centered construction projects. This course provides students the opportunity to apply academic knowledge and technical skills through a hands-on curriculum that meets pre-apprenticeship requirements for the National Building Trades Council and Construction employment trends.

Department: Career Technical Education/Visual and Performing Arts

Course Title: Honors Studio Art 3-4

Grade Level(s): 10-12

School(s)
Course Offered: Hoover High School

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

Course Credits: 10

Recommended
Prerequisite: This course is a recommended prerequisite for AP Studio Arts;
Advanced Studio Art 5-6

Recommended
Textbook: The Visual Experience ISBN: 978-08719-2627-2
History of Art for Young People ISBN: 0-8109-4150-3

Course Overview: Honors Studio Art 3-4 is the concentrator course for the Arts, Media and Entertainment Industry sector and Design, Visual and Media Arts pathway. Honors Studio Art 3-4 is the advanced multi-media course for the Arts, Media and Entertainment industry sector and Design, Visual and Media Arts pathway. Students will

develop mastery of skills in the areas of drawing, painting, sculpture and design. This course will prepare them for more advanced study in the areas of drawing and painting, illustration, animation, digital and mixed media arts. As well, students will begin portfolio development for a future AP Studio courses and college portfolio submission. This class is project based and hands on. Emphasis is placed on understanding of critique processes, evaluation utilizing the Elements and Principle of Art Making, research of art historical figures, and professionalism of finish product i.e. What are the components of a viable work of Art?

Department: World Languages and Cultures

Course Title: Japanese Language and Culture 5-6

Grade Level(s): 9-12

School(s)

Course Offered: Glendale 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
- Japanese Language and Culture 1-2 with a C or higher
- Japanese 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:

Traditional textbook for Japanese studies: Dekiru Nihongo (Sho-Chuukyuu), Translation: Can Do Japanese, ISBN: 9784757420847

Course Overview: Japanese Language and Culture 5-6 utilizes thematic units from Japanese literature, history, culture and the arts. The students develop an understanding of the features of target culture community including its geography, history, art, and society. Exciting and unique Japanese culture and topics that will be discussed include Japanese food, traditional arts, music, contemporary Japanese culture, pop music, animation, drama, holidays, and customs. Students will increase their ability to comprehend and express themselves in spoken and written Japanese. Students will be required to communicate in Japanese in a variety of situations and will read selected Japanese texts from authentic materials. The course will be conducted entirely in Japanese.

Glendale Unified School District

High School

Date

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

Department: Career Technical Education

Course Title: Life Management & Career Development

Course Code: (Educational Services will assign course number **after** Board Approval)

Grade Level(s): 9-12

School(s)
Course Offered: Allan F. Daily High School

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

Course Credits: 5

Recommended
Prerequisite: Family & Consumer Sciences course or Life Management 1-2

Recommended
Textbook: Preparing for Life and Career, Louise A. Liddell (Author), Yvonne S. Gentzler (Author) ISBN 978-1-60525-625-2, Goodheart-Willcox; 7th edition

Course Overview: Life Management and Career Development is the study of the discipline of Family Consumer Sciences and equips students with career development and essential skills for living. This course focuses on teaching students skills for managing personal, family, and work responsibilities.. It provides students with the opportunity to gain life management skills through leadership and career development activities and through instruction in areas of communication, guidance; consumer education; family and human development; personal hygiene; food and nutrition; and individual and family health. This course provides rigorous, standards-driven instruction and assessment, along with project-based learning, which integrates academic and career-technical concepts through Foundation

Standards, and contributes significantly to students' academic achievement. At the end of this class, students will have the option to complete one or all of the certificates from the following options: CPR Certification, First Aid Certification, Food Handlers Permit.

First Semester-Course Content

Unit 1: Introduction to Careers

(1 week)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 3.0, 4.0, 7.0, 9.0

CTE Pathway Standards: ECDFS-A3.0, FID-A3.0, HTR-A3.0

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. In this unit, students are introduced to FCS careers and pathways/programs. Career Technical Education is defined. Career pathways within the FCS Industry Sectors are explored. The relationship between the application transferable life skills and successful career goals is analyzed. Opportunities available from participation in Career Technical Students Organizations, such as Skills USA or FCCLA are explained and encouraged. Students will understand that managing one's life and understanding career roles help create a link to successful living.

- B. In this unit, the student will be able to identify career possibilities according to their interests and educational goals. They will evaluate information gathered and synthesize judgments and criteria to determine if a certain career is suitable for their interests and personality. Students will create a PowerPoint to be presented to the class on a specific career on which the student has researched information on the skills, education and interests appropriate to this specific career.

Unit 2: Child Development & Guidance

(1 week)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 4.0, 5.0, 6.0, 9.0, 10.0, 11.0

CTE Pathway Standards: ECDFS - A10.6, A10.7, A10.8, A10.9, A10.15, A10.17

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. Students will evaluate the reasons for learning about children and be able to recognize how development during early childhood impacts individuals as adults. They will be able to identify factors in personal life that have impact on a child's growth and development.

- B. Students will create a game that is age appropriate for one of the stages of child development.

Unit 3: **Family & Human Development**

(2 weeks)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 4.0, 5.0, 6.0, 9.0, 10.0, 11.0

CTE Pathway Standards: ECDFS - A10.13, A10.15

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. This unit will investigate various types of families and recognize the differences in family structures. It examines how families contribute to society. How culture and socio-economics influences affect the family will be explored. Family changes, such as children, ageing, illness, or death are classified and discussed. Various strategies for coping with conflicts and crises in families will be listed, defined, and demonstrated.
- B. Students will create a tool; pamphlet or ring and index cards with methods and strategies for dealing with conflict or crisis in the family. They will use this tool to make recommendations to scenarios presented by the teacher. They will evaluate the effectiveness of their tool according to how well they think their recommendations would help the family cope in crisis.

Unit 4: **Food & Nutrition**

(4 weeks)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 4.0, 5.0, 6.0, 9.0, 10.0, 11.0

CTE Pathway Standards: HTR- A10.5, A10.6, A10.7

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. During labs students will demonstrate kitchen safety procedures and sanitation techniques as well as be able to identify health and hygiene requirements for food handling. Students will be able to identify and use methods that prevent food-borne illness. The types of food-borne illness, their symptoms and common sources of contamination will be explained. Cross-contamination, the temperature Danger Zone and the correct way to thaw food will also be explored. Students will also be able to identify proper refrigeration storage to avoid cross-contamination. Principles of nutrition and their relationship to good health are the heart of this unit. Basic food preparation, meal management, and kitchen and food safety are presented and taught. Food purchasing skills, including unit pricing and reading food packaging are included. The major nutrients and their functions to good health are explored. Commonly accepted food customs and table setting are demonstrated and taught. Students will learn how to follow simple recipes and use proper measuring techniques. They will identify proper food storage methods.

- B. Students will complete food and kitchen safety training comparable to that required for the ServSafe Food Handlers Certificate after several cooking/baking labs. Students will work in groups to prepare and serve a meal using correct food preparation, nutrition, food safety and etiquette for the class. They will prepare detailed lab write-ups showing nutritional values, specific cooking techniques and appropriate ways the food will be served to students. Students will identify the sources and functions of the six major nutrients and apply appropriate food preparation techniques. They will actively participate in the preparation of food from scratch and apply appropriate food preparation techniques to preserve nutrients.

Unit 5: **Individual & Family Health**

(1 week)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 4.0, 5.0, 6.0, 9.0, 10.0, 11.0

CTE Pathway Standards: ECDFS- A10.5, A10.17, A10.18

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. Students gain an understanding of their self-concept and values. Students will develop and write both long and short term goals in relation to future decisions relating to high school, college, career and personal relationships. Students will incorporate and practice the five step decision-making process in this unit's contents.
- B. Students will explore the current Dietary Guidelines/ChooseMyPlate.gov. They will log their food intake and analyze their eating habits and summarize their findings.

Unit 6: **Consumer Education**

(1 week)

STANDARDS

CCTE Anchor Standards: 1.0, 2.0, 4.0, 5.0, 6.0, 9.0, 10.0, 11.0

CTE Pathway Standards: ECDFS- A10.10, A10.11, A10.12

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. In this unit, students will learn the process of making consumer decisions and purchases. How money helps us achieve our goals is described. Basic financial management and services will be defined and students will be able to demonstrate how to manage basic financial services, such a checking and online accounts, credit, and loans. Consumer rights and responsibilities will be explained. The role of government and purpose of taxes will be introduced. Consumer math skills will be reinforced. Students will compare and contrast consumer choices for value.
- B. Given a teacher generated scenario, students will create a budget. They will be given guidelines for income, bills, needs, wants, goals, and lifestyle. The budget can be

analyzed and evaluated for meeting the needs of the scenario and for other possible outcomes and solutions.

Unit 7: **Leadership & Employability Skills**

(2 weeks)

STANDARDS

CCTE Anchor Standards: 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, 9.0

CTE Pathway Standards: ECDFS- A2.0, A3.0 FID- A2.0, A3.0 HTR- A2.0, A3.0

Common Core ELA Standards: LS-11-12.6, RLST-11-12.3, WHSST-11-12.4

- A. Students will take the Myers-Briggs Type Indicator and reveal their personality type and how it relates to future decisions regarding relationships and career choices.
- B. Students will develop and write short and long-term goals based upon their personal interests and the results of the Myer-Briggs Type Indicator. Using this information, students will demonstrate the decision making process for each goal, helping them to condense their focus on one long-term goal. Students will write a reflective essay evaluating how this process is a helpful tool which can be used in future life decisions. Students will have the option to complete one or all of the certificates from the following options: CPR Certification, First Aid Certification, Babysitter Certification, Food Handlers Permit.

Additional Recommended Materials -

1. Applying Life Skills, Joan Kelly-Plate & Eddy Eubanks (Authors), The McGraw-Hill
2. The 7 Habits of Highly Effective Teens, Sean Covey (Author), Simon & Schuster
3. So...You Want A Great Job When You Graduate?!, John R. Jell (Author) ISBN: 1-57886-228-0 Roman & Littlefield Publishing Group, Inc.

Glendale Unified School District

High School

Date

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

Department: Career Technical Education

Course Title: Construction 1-2 (replace Construction 1-2; 5494/5495)

Course Code: (Educational Services will assign course number **after** Board Approval)

Grade Level(s): 9-12

School(s)
Course Offered: Glendale High School

UC/CSU Approved
(Y/N, Subject): Y; "f" Fine Art

Course Credits: 10

Recommended
Prerequisite: none

Recommended
Textbook: Carpentry, Leonard Koel, American Technical Publishers, Inc, 3rd Ed., 1997

Course Overview: Construction 1-2 is the introductory course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. This course will teach comprehensive design skills and concepts based on the elements and principles of design and applied through construction elements, using design and fabrication techniques that will have direct, relevant applications in the field. Students completing the course will have a familiarity with many of the basic job skills in the construction trades and will have applied them to creative problem solving in design projects. The physical products that the students produce will have the functionality of traditional shop projects, but will also demonstrate refined and diverse design concepts and applications.

First Semester-Course Content:

Unit 1: **Safety**

(3 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.6, 2.5, 4.1, 5.1, 6.2, 6.3, 7.1, 7.1, 9.6, 9.7, 10.1, 11.1

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A2.1, A2.3, A3.1, A.10.1, A11.1, A11.2

Common Core State Standards: LS 11-12.6, RLST 11.12.2, WHSST 11-12.2, A-REI 10

- A. This unit will teach basic safety awareness in the studio and on job sites, and will qualify students to safely use a range of hand and power tools. Students will be introduced to the concepts of work ethics, creative discipline, unfettered brainstorming, and creative problem solving in different contexts. In addition to developing broader workplace awareness for safety reasons, students will also be introduced to ideas of environmental awareness, including local geology and soil typology, both for the contextual effectiveness and sustainability of their designs. Each unit will scaffold and build to a Key Assignment which will carry over to the next unit. Each unit will have referential components to previous and following units.
- B. Tool Safety Qualification: Students will observe safe handling demonstrations by an interdisciplinary team of teachers following OSHA regulations. Students will also receive text and video instruction, and take written safety quizzes. At the end of this lesson students will have demonstrated their knowledge of hand and power tool safety for both art making and construction on paper, and then physically demonstrate safe handling and general proficiency with all hand and power tools used in the course.

Unit 2: **Drawing**

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.4, 2.5, 2.6, 4.1, 4.3, 5.1, 5.2, 7.2, 9.1, 10.1,

Cabinetry, Millwork and Woodworking Pathway Standards: A1.5, A1.8, A3.1, A3.4, A4.6

Common Core State Standards: LS 11-12.6, RLST 11-12.2, 11-12.7, 11-12.9, WHSST 11-12.5, G-GPE 4, CC 1, CC 2, CC 6

- A. Students will make full size and scale drawings of 3 projects. Drawing will include: measurements, architectural symbols and machining and joinery locations.
- B. 1. Students will make a full size drawing of a pencil holder, four different drawing with dimensions and machining specifications.
2. Students will make two drawings of a model house: 1 floor plan and 1 framing plan. Students will then construct a model house.

3. Students will make 2 scale drawing of a cell phone speaker, drawing all dimensions and boring locations. Students will then construct their own speaker.

Unit 3: **Paint and Finish**

(5 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.2, 4.1, 5.2,9.1,10.1, 11.1

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.5, A1.3, A2.3, A3.6, A5.13

Common Core State Standards: LS 11-12.6, RSIT 11-12.2, 11-12.7, 12-12.10, RHSS 11-12.7, RLST 11-12.2

- A. This unit will teach the importance of dark and light Value, introduce staining and other material handling with coverings, coatings, and washes related to paint.
- B. Assignments:
 1. Tone Grounds. Students will continue to practice drawing objects from observation (begun in Unit 2) and will begin to add shading. These drawings will be covered with middle-tone grounds to transform them into finished paintings using dry rubs of dirt and clay. Students will demonstrate understanding of dark and light value by erasing away light areas in their compositions and adding darks with pencil and other art media such as charcoal and colored pencil.
 2. Value Swatches. In these exercises students will learn to do smooth gradations (blended transitions and fades) from dark to light using dry material such as dirt and charcoal. They will also learn masking using tape and eraser shields for clean edges. They will demonstrate their proficiency with gradations by generating a series of value strips in sketchbooks.
 3. Stains. Students will review safe handling of solvent based materials and will do a series of value gradations using stain and paint. They will be introduced to rag-off techniques and use masking and painted resist coating (masking fluid or acrylic gel) for clean edges. They will demonstrate proficiency with gradations using water based and solvent based stains and paints on wood panels.
 4. Stained drawings. Silhouette cut-outs from Unit 2 drawings will be stained with design images and gradations.

Unit 4: **Framing and Construction Techniques**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.2, 4.1, 5.1, 5.2, 5.4, 6.1, 7.1, 8.1, ,9.1,10.1, 11.1

Cabinetry, Millwork and Woodworking Pathway Standards: A3.1, A3.2, A3.3, A4.6, A 4.7, A5.1, A5.2, A5.3A7.1, A7.2

Common Core State Standards: WHSST 11-12.5, 11-12.5, 11-12.6, LS 11-12.6, RSIT 11-12.2, 11-12.7, 12-12.10, RHSS 11-12.7, RLST 11-12.2

- A. Unit 4 will reinforce Unit 2 skills of precision cutting and will introduce compositional planning for 2-D and 3-D projects. Students will become familiar with the visual and practical elements of spatial planning. They will be introduced to basic joinery, structural principles, and California Building Codes that pertain to framing. This unit will also introduce students to permit processes and the soft skills involved in application inquiries.
- B. Assignments:
1. Compositional Thumbnails. Students will learn the basics of 2-D visual composition (the rule of thirds, center, offset, balanced, imbalanced, symmetrical, and “ideal.”) They will discuss the characteristics of each and will demonstrate their understanding by drawing four original, ideal compositions in sketchbooks.
 2. Introduction to Linear Perspective. In this series of exercises students will become familiar with drawing in 1 point and 2 point perspective and will practice with a variety of geometric shapes in sketchbooks.
 3. Introduction to Framing. Students will do planning drawings for framed houses and rectangles in 2 point perspective. They will learn code requirements for framing of buildings and for concrete forms and will demonstrate their knowledge by correctly answering sample questions from contractor licensing exams. After producing hand generated images they will then be created by the students. Students will review safety procedures and will build their wooden frames.

Second Semester-Course Content

Unit 5: Color

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.3, 2.4, 4.3, 5.2, 5.3, 5.4, 6.1, 6.2, 7.1, 8.1

Cabinetry, Millwork and Woodworking Pathway Standards: A1.6, A2.3, A3.2, A4.1

Common Core State Standards: Ws11-12.7, WHSST 11-12.7, 11-12.9, 11-12.10, RSIT 11-12.2, 11-12.7, 11-12.10

- A. This unit will address color theory, house painting, and begin to introduce elements of interior design-painting, color theory, spray paint and stencils.
- B. Assignments:
1. Introduction to Color Theory. In this unit students will become familiar with the color wheel and will produce a painted color wheel by measuring and drawing a dodecagon in sketchbooks, then painting it with watercolor. Students will become familiar with the psychological and physiological effects of different colors and will demonstrate their knowledge of warm and cool color balance by painting their projects.

2. Introduction to Paints. After a safety review of solvent based materials, students will become familiar with the different qualities of water based and solvent based paints. They will practice a variety of brush techniques and will review masking techniques from Unit 3. They will demonstrate their proficiency with painting techniques by generating sample swatches of flat washes and gradations (blending and dry-brushing) on wood and paper.

3. Introduction to house painting. Students will practice paint stripping with a variety of techniques and will learn to use and maintain a spray rig.

4. Introduction to spray paint and stencils Students will learn spray painting techniques. They will demonstrate their proficiency with spray paint by generating a design using thumbnails in sketchbooks, then cutting a stencil out of railroad or bristol board and spraying it with both hard and soft edges.

Unit 6: **Engineering and Design**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.1, 3.2, 5.1, 6.1, 6.2

Cabinetry, Millwork and Woodworking Pathway Standards: A1.5, A1.6, A1.9, A4.6, A4.7, A5.3, A5.4, A5.5, A5.9

Common Core ELA Standards:LS 11-12.6, RSIT 1-12.2, 11-12.7, RHSS 11-12.7, RLST 11-12.2, ETS1.A, ETS1.B

A. Students will learn basic concepts of engineering through 3 design build projects.

B. Assignments:

1. Paper chain-students will design and build a 3 link paper chain using paper and glue only. Chains will be tested for strength and strength through design will be evaluated.

2. Paper column-students will design and build a column using only paper and glue. Columns will be tested for strength and effectiveness of design and construction.

3. Spaghetti Bridge-Students will design and construct a "truss" bridge, drawing the truss design. Bridges will be tested for strength to weight ratio and evaluated for design and construction elements.

Unit 7: **Environmental Design**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0,2.3, 2.4, 3.3, 4.1, 4.2, 5.1, 6.1, 6.2,

Cabinetry, Millwork and Woodworking Pathway Standards: A1.9, A2.3, A3.5, A3.6, A5.13, A7.10

Common Core ELA Standards: LS 11-12.6, RSIT 11-12.10, ELAT 11-12.2, 11-12.10, WS 11-12.4, 11-12.5, 11-12.6

- A. Unit 7 will review and reinforce student's knowledge of geology, soil typology, biomes, and ecosystems. It will build on the concepts of permaculture, biodynamics, bioswales, storm drain filtration, expand on more advanced concepts of landscaping. It will reinforce and expand on the green building techniques that have been introduced in previous units.

- B. This unit will build on what students have learned about basic principles of environmental integration and sustainability. They will demonstrate their knowledge in the final, long-term project of a full house design complete with multi-page plans and an integrated landscape and garden plan which will be approved by a multidisciplinary faculty group.

Glendale Unified School District

High School

Date

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

Department: Career Technical Education

Course Title: Construction 3-4 (replace Construction 3-4; 5496/5497)

Course Code: (Educational Services will assign course number **after** Board Approval)

Grade Level(s): 10-12

School(s)
Course Offered: Glendale High School

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

Course Credits: 10

Recommended
Prerequisite: none

Recommended
Textbook: Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Construction 3-4 is the concentration course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. The purpose of the course is to provide students the opportunity to develop their skills in foundation in art and design elements through the woodworking process. Students will learn about furniture styles, construction, and proper design so as to accommodate the characteristics of the material(s) being utilized. Project strength, durability, and overall quality will be emphasized in student projects through proper design utilizing appropriate joinery and superior craftsmanship. The hands-on nature of this course is intended to not only develop the students' ability to successfully fabricate their project, but will also provide opportunities for collaborative work habits, will encourage an

appreciation for fine design and craftsmanship, and will develop self-confidence in acquiring new knowledge and skills. The goal of the course is to expose the students to each of the woodworking and artistic processes, while applying a method or technique through project based learning.

First Semester-Course Content

Unit 1: Safety

(3 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.6, 3.3, 4.1, 5.1, 6.1, 6.2, 6.3, 7.1, 7.1, 9.7

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A2.1, A2.3, A3.1, A.10.1, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2

- A. Safety protocols for machines and tools to be used will be reviewed to insure student safety with the culminating activity being a written Safety Tests. Any tools or machines new to students will be discussed, demonstrated, and any safety test deemed appropriate will be administered.
- B. Student to review and complete Safety Study Guides and are to take and pass Safety Tests with a score of 90% or higher and they will complete “write-outs” for any missed questions. In the case of a lower than 90% score, the student will re-study, obtain any necessary help, and retake safety test. A Study Guide and Safety Test will be administered for tools and machines not previously covered as appropriate.

Unit 2: Measuring

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.2, 2.3, 5.1,

Cabinetry, Millwork and Woodworking Pathway Standards: A1.6, A2.3, A3.4, A4.1, A4.2, A5.11

Common Core State Standards: A-REI 10, A-CED 1.1, A-REI 10, G-GMD 1, 4, 5, G-GPE 4, 7

- A. Instruction in “Imperial” measuring will be taught to ensure students gain the skills and knowledge necessary to increase their accuracy of measuring by demonstrating appropriate measurements used in construction and the art of designing their piece/project.
- B. Students will complete regular quizzes (with “speed rounds”) to increase speed and accuracy of determining dimensions/measurements.

Unit 3: **Design**

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.2, 3.1, 3.2, 4.5, 5.0, 5.1,

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A1.3, A1.4, A1.5, A2.1, A2.2

Common Core State Standards: LS11-12.6, RSIT 11-12.2, 11-12.10, RHSS 11-12.7, RLST 11-12.2, WS11-12.2

- A. Students will gain and appreciate the aesthetic value of the many styles of furniture, art, utilitarian design with the ability to use critical thinking. Students will increase their own awareness of aesthetic beauty by critically comparing many designs of their work to the community they live in and the world. Using aesthetic judgment and valuing, students will describe, analyze, interpret, and then judge their own artistic talent and work according to course standards and the fundamentals of art and design. These elements will be met by direct instruction and guided practice.
- B. Students will learn to implement the fundamentals of Art and Design by creating projects exploring the use of the Elements and Principles of Design. Students will draw creative projects that will incorporate negative mass, width, and depth. Students will express their creativity by developing projects with finishing techniques utilizing color and stock selection. Students will demonstrate their creativity by using the fundamentals of art and design to produce original works utilizing texture, balance, object features, variety, unity and movement etc. Students will design and build projects with tools to express their creative side and they will also use their artistic talent to present their project to the class for demonstration.

Unit 4: **Joinery and Fasteners**

(3 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 4.1, 4.2, 5.1, 5.2, 5.3

Cabinetry, Millwork and Woodworking Pathway Standards: A6.1, A6.2, A6.3, A7.1

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.7, 11-12.9

- A. Students will review and learn new joinery methods used in furniture construction. Students will learn the importance of avoiding cross-grain situations where wood movement (expansion and contraction) cannot be accommodated through the proper selection of material, wood joinery, and fasteners. Students will learn how to reinforce joinery through the use of mortise and tenon, pocket holes and dominos. Students will learn artistic woodworking joinery such as dovetails and box/finger joints.

- B. Assignments: Hands-on practice and quizzes will lead up to students employing these methods while constructing their furniture pieces.

Unit 5: **Designing a Piece of Furniture**

(5 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,
Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11,
A5.12, A7.1, A7.2, A7.7

Common Core State Standards: RLST 11-12.10, F-TF 1.1, G-C 1, G-GMD 1, 4, 5, G-GPE 5, 7

- A. Students will learn about/review “scaled” and “non-scaled” drawings, and methods that may be used to determine pleasing proportions will be discussed (such as the golden ratio). Students will be provided historical reference to classic styles of furniture such as cabinets, chairs, solar power lunch boxes and how these styles can be incorporated into the furniture they construct.
- B. Assignments: Students will generate a concept sketch, then a final drawing of what will be their project. Drawing may be an isometric or three-view drawings) as deemed appropriate by the teacher (both types of drawings were covered in Wood Design). All drawings will show proper extension and dimension lines, fractional dimensions, and auxiliary views as needed. Students will then generate a final material cut-list for their project. Students will also research furniture styles and prepare a report/presentation to present to their class.

Second Semester-Course Content

Unit 6: **Production Methods**

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 5.1, 5.2, 5.4, 6.1, 6.2, 7.1, 7.2, 8.1

Cabinetry, Millwork and Woodworking Pathway Standards: A1.6, A1.7, A1.8, A1.9, A2.3, A3.1,
A4.6, A4.7, A5.8, A5.9, A6.11, A6.12, A6.13, A7.2, A7.3

Common Core State Standards: RLST 11-12.2, RSIT 11-12.2, 11-12.10, WS 11-12.2, 11-12.4

- A. Students will quickly review the process of “Squaring Material” and the means of replicating parts for a project by utilizing production systems/methods. Students will learn/review the importance of appropriate use of machinery, precision cutting and machining of wood. They will strive to continually check for quality and will correct deficiencies as needed (sometimes in creative ways (rather than starting over). The

production value of jigs and fixtures to insure uniformity of parts and efficiency of fabrication will be explored as well as how they increase safety. Examples include adding adjoining parts, and sleds used on the table saw.

- B. Assignments: Quizzes on concepts and identification of terms and tools will be given, but ultimately the primary assignment will be to employ the concepts and methods while fabricating their student project.

Unit 7: **Making a Adirondack Chair**

(5 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,7.1, 7.2, 10.3, 10.4, 10.5, 11.1, 11.2, 11.3

Cabinetry, Millwork and Woodworking Pathway Standards: A7.1, 7.2 7.3, 7.4, 7.5, 7.11, 7.12, A8.1, A8.2, A9.0, A9.2, A9.3

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.10, G-SRT 8.1, G-GPE 5

- A. Students will mill material to specifications on their plan (a multi-step process). Students will form plans, make templates, measure cut and mill materials. Create and assemble chair parts to complete an Adirondack Chair. Students will finish the chair with a variety of finishes, stain, paint and clear coats.
- B. Students will create a plan, make and draw the templates to produce parts, assemble parts and put a finish on the chair.

Unit 8: **Solar Lunch Box**

(5 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,7.1, 7.2, 10.3, 10.4, 10.5, 11.1, 11.2, 11.3

Cabinetry, Millwork and Woodworking Pathway Standards: A7.1, 7.2 7.3, 7.4, 7.5, 7.11, 7.12, A8.1, A8.2, A9.0, A9.2, A9.3

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.10, G-SRT 8.1, G-GPE 5

- A. From plans that students have worked on creating and drawing, they will create a wooden box, install solar panels, wire a solar battery for a complete solar battery charger (lunch box).

- B. Build a box that includes cutting, machining and assembling parts. Install solar panels, complete all wiring and install electrical assembly. Install hinges and locking mechanisms.

Unit 9: **Shop, Machinery, and Tool Maintenance**

(5 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6, 7.1, 7.2, 10.3, 10.4, 10.5, 11.1, 11.2, 11.3

Cabinetry, Millwork and Woodworking Pathway Standards: A6.10, A6.11, A6.12, A7.1, 7.2, 7.3, 7.4, 7.5, 7.11, 7.12, A8.1, A8.2, A9.0, A9.2, A9., 10.1, 10.2

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.10, G-SRT 8.1, G-GPE 5, G-GMD 5

- A. Throughout the course the proper care and maintenance of machines and tools will be demonstrated and discussed as it is the proper alignment and calibration of machines and tools, and their sharp cutting edges, that permit the fabrication of quality products while ensuring operator safety.
- B. Quizzes on concepts and identification of terms, tools and tool parts will be given. Ultimately students will demonstrate the ability to detect and correct any machine or tool deficiency that might compromise quality, efficiency, or safety.

Glendale Unified School District

High School

Date

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

Department: Career Technical Education

Course Title: Construction 5-6 (replace Construction 5-6; 5498/5499)

Course Code: (Educational Services will assign course number **after** Board Approval)

Grade Level(s): 11-12

School(s)
Course Offered: Glendale High School

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

Course Credits: 10

Recommended
Prerequisite: Completion of Construction 3-4 with a grade of C or better

Recommended
Textbook: Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Willox Company, 11th Ed., 2008

Course Overview: Construction 5-6 is the second concentration course for the Building and Construction Trades industry Sector and Cabinetry, Millwork and Woodworking pathway. This course provides students an overview of the various materials used in construction. After receiving an introduction into fundamental principles of structural, physical and long-term performance, students learn about material and product manufacturing techniques and how they relate to mechanical and non-mechanical properties of the various materials. Common construction methods are introduced and building details are explored. Students have the opportunity to experience material capacity and behavior as well as construction methods in demonstrations and lab experiments. Furthermore, material applications and detailing in structural and non-structural building components are

explored. Resulting from this course, students will gain a comparative knowledge of material properties and possible applications in construction and architecture.

First Semester-Course Content

Unit 1: Safety

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.6, 3.3, 4.1, 5.1, 6.1, 6.2, 6.3, 7.1, 7.1, 9.7

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A2.1, A2.3, A3.1, A.10.1, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2

- A. This unit serves as an introduction to the course. The scope of the course includes the classroom policies and procedures as well as class/workplace emergency procedures. Special emphasis is placed on Cal/OSHA standards for the construction industry as well as personal responsibility in the workplace. Career exploration in the construction industry as well as examining issues that address gender/equity issues. Examination of the impact of EPA legislation on industry practices as well as the proper disposal of hazardous materials. The role of LEED Green Building Rating System in the major implementation of technical instruction and practical experience in residential and commercial construction using sustainable and green technology.
- B. Safety Presentation: Using what they've learned about safety in the lab, students will create a PowerPoint or Google Slide presentation on all safety regulations directly related to the Building and Construction Trades industry sector. Students will need to cover classroom policies and procedures as well as emergency procedures in the classroom and in the workplace. Students will need to research OSHA standards and cover a minimum of 3 workplace safety standards in their presentations. Students must also cite OSHA in their presentations using in-text citations or a works cited page at the end of their presentations.

Safety Exam: Students will obtain industry knowledge of advanced safety procedures that will continue to be integrated through the rest of the course. Students have pass a safety exam with 100% to be able to operate machinery. Students will master the safety test at 100% to be able to move through the classroom. Additionally, they will be continually modeling safety in the lab.

Initial Resource Management Review for shed Structure: Using what they've practiced in their previous assignment, students will need to calculate labor plans for a shed

structure. They will need to calculate the time needed to complete various steps in building the structure from: time to draft blueprints, time needed to frame the structure, time needed to complete roofing, finishes.

Unit 2: **Measurement and Blueprint Reading**

(9 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.2, 2.3, 5.1,

Cabinetry, Millwork and Woodworking Pathway Standards: A1.6, A2.3, A3.4, A4.1, A4.2, A5.11

Common Core State Standards: A-REI 10, A-CED 1.1, A-REI 10, G-GMD 1, 4, 5, G-GPE 4, 7

- A. Students will learn how to identify the elements and symbols commonly included in a set of blueprints. Students will also be able to demonstrate the use of scale, square footage, and linear measurement in architectural drawings.
- B. Assignments:
- Generic Blueprint: Students will create a blueprint of a single room structure like a shed, classroom, or woodshop from which they will do mathematical calculations for lineal foot /trim, square footage for concrete foundation. They will also identify the the appropriate architectural symbols for electrical, plumbing and mechanical aspects of the plan.

Shed Blueprint: Students will learn, apply and demonstrate skills needed to build a model of a basic foundation, residential interior wall and roof framing. Students will create blueprints for a four foot by three foot shed style structure. All students will be required to complete mathematical processes in measurement, decimal conversions, fractions, geometry and algebraic fundamentals when creating their blueprints.

Unit 3: **Framing and Roofing**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,

Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11, A5.12, A6.11, A6.12, A6.13, A7.1, A7.2, A7.7, A7.11, A7.12

Common Core State Standards: RSIT 11-12.10, RLST 11-12.10, F-TF 1.1, G-C 1, G-GMD 1, 4, 5, G-GPE 5, 7,

- A. Students will learn and apply skills needed to properly measure and calculate concrete volume, measure board feet and area for roofing material. Students will also learn basic skills necessary to form concrete pads and footings, including laying rebar and finishing the concrete. The framing aspect will address the skills needed to properly frame a wall,

door, window and ceiling joists. The roofing section will cover the fundamental needs of roofing a residential home and applying flashing and drip edge.

- B. **Calculating Roofing Material:** Students will learn, apply and demonstrate skills needed to build a model of a basic foundation, residential interior wall and roof framing. Students will receive various blueprints with roofing measurements. They will need to calculate the volume of concrete, and measure the board feet area for roofing material.
- Framing a Shed Structure:** Using teacher provided construction drawings, students will construct the framing. Students will frame a shed structure using standard framing techniques and by using their floor plans for a shed structure, students will build the frame for their structures.

Second Semester-Course Content

Unit 4: Electrical, Plumbing, Insulation, HVAC, Communication

(9 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 4.1, 4.2, 5.1, 5.2, 5.3

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.4, A1.5, A1.6, A3.1, A6.1, A6.2, A6.3, A7.1

Common Core State Standards: LS 11-12.6, WS 11-12.10, RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.7, 11-12.9

- A. This unit serves as an introduction to the Electrical, Plumbing, Insulation and HVAC trades. These trades will be introduced with a variety of teaching methods such as powerpoint presentation, lecture and shop demonstrations. Upon completion of this unit, students will be able to use trade specific terminology to demonstrate their understanding of trade procedures. An emphasis will be placed on job site safety and workplace conduct throughout the unit. At the end of the unit, students will be able to independently complete a small project in each of the specific trade skills.
- B. **Assignments:**
1. **Updating the Shop:** Students will demonstrate these trades by installing plumbing, electrical and insulation material in a practice wall within the shop area. The plumbing will be pressure tested and the electrical will be tested with low voltage.
 2. **Plumbing, Electrical & Insulation:** Students will demonstrate plumbing techniques by connecting appropriate rigid PVS pipe and flex PVC using newer connection processes using the framed wall module from the earlier framing unit.
 3. Students will use appropriate plumbing pipe fittings to make a typical sink connection. Students will then place insulation (or model insulation) in their structures.
 4. Students will also use the framed module to run typical housing electrical

connections. These connections to include typical wall plugs, two-way and single switch light connections. Students will demonstrate use of electrical tools in stripping wire and making all connections according to the building code.

Unit 5: **Drywall, Finishing, Carpentry and Tiling**

(10 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6, 7.1, 7.2, 10.3, 10.4, 10.5, 11.1, 11.2, 11.3

Cabinetry, Millwork and Woodworking Pathway Standards: A3.1, A3.2, A3.3, A4.1, A7.1, 7.2, 7.3, 7.4, 7.5, 7.11, 7.12, A8.1, A8.2, A9.0, A9.2, A9.3

Common Core State Standards: WHSST 11-12.5, 11-12.6, RSIT 11-12.2, 11-12.10, RLST 11-12.2, 11-12.10, G-SRT 8.1

- A. This unit focuses on the materials available and their characteristics, sources, and applications. Properties and appropriate uses for interior construction and finish materials are explored. Through lectures, presentations, and the preparation of construction details, students become familiar with the application of a wide variety of interior materials and finishes including: implementing on-site safety procedures; using proficiently all the tools used in class; maintaining the sharpness and/or optimum condition of tools; hanging an interior door; trimming out doors and windows; installing a baseboard; cutting and installing crown molding; installing wood flooring; constructing closet built-ins; constructing and installing shelving (ex: Students will be able to understand and apply measures of central tendency.)
- B. Assignments:
1. **Finish Carpentry:** Students will examine the history and progression of the tools used in finish carpentry, and how these tools developed and have been implemented over the last century and how this has helped the progression of technology. Students will learn to physically use these tools as well as the types of materials to use them on class projects. Students will create a manual on how to use 3 types of finishing tools.
 2. **Roofing, Painting and Revised Resource Management Review:** Students will, again use the framed module to demonstrate the use of roofing tools and techniques in covering the modular structure with typical asphalt shingles. Students will use appropriate tools to install appropriate flashing and weather-stripping.
 3. Students will use appropriate paint tools to do "cutting in" and trim work as well as wall painting using the dry walled modular building. All trim work to be primed and painted with both oil and water based paint. An emphasis on both brush and roller work with the integration of proper environmental cleaning techniques.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education

Course Title: Technical Cabinet Making & Carpentry 7-8 (replace Tech Cab Crp 1-4; 5505/5506)

Course Code: (Educational Services will assign course number after Board Approval)

Grade Level(s): 11-12

School(s)
Course Offered: Glendale High School

UC/CSU Approved
(Y/N, Subject): Yes, College-Preparatory Elective ("g")/Interdisciplinary

Course Credits: 10

Recommended
Prerequisite: Completion of Construction 5-6 with a grade of C or better.

Recommended
Textbook: Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Willox Company, 11th Ed., 2008

Course Overview: Technical Cabinet Making and Carpentry 7-8 is the first capstone course under the Building and Construction Trade Industry Sector. Technical Cabinet Making and Carpentry 7-8 integrates skills and concepts from the Building and Construction Trades with applied mathematics and English. As a natural progression, students apply the craft skills required to design and build a variety of scaled structures that meet current code requirements. In addition, students make real-world connections between construction, math, and English using written projects, construction documents that include creating blueprints, project packets, and student-centered construction projects. This course provides students the

opportunity to apply academic knowledge and technical skills through a hands- on curriculum that meets pre-apprenticeship requirements for the National Building Trades Council.

First Semester-Course Content

Unit 1: Orientation and Safety

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.6, 3.3, 4.1, 5.1, 6.1, 6.2, 6.3, 7.1, 7.1, 9.7

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A2.1, A2.3, A3.1, A.10.1, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2

- A. Students receive instruction and extended practice in the orientation and industry awareness of the construction industry. Students understand and use the vocabulary of the construction trades, as well as the the vocabulary of various math concepts as they apply to the construction industry. They study math and building sequences related to measurements, geometry, and practical building applications that are related to the construction industry.

Learners receive instruction in measurement and marking/layout, the fundamental skills which will be needed to complete all of the applied mathematics, English, and Construction units and assignments that follow in this course. This will include -- review of fractions and decimals: converting fractions to higher or lower terms, improper fractions and mixed numbers, common denominators, and adding, subtracting, multiplying, and dividing with decimals and fractions; reading a ruler and a tape measure while incorporating fractional measurements to 1/16 of an inch in a building project; reading a fractional caliper to measure material to desired thicknesses.

Students practice the key concepts of general shop safety, learning the specific safety rules for the tooling that is applicable to the task at hand and acquiring the knowledge and skills required to work in a safe environment. Shop safety procedures will include; transporting sharp woodworking tools to prevent injury, shop etiquette as it applies to cleanliness and safety, safe and appropriate use of basic, non-powered hand tools including cross-cut saws, rip saws, pull-saws, coping saws, hammers and chisels, hand planes, sand paper of various grits, etc.

Students take written and practical safety tests that are applicable to each tool demonstrated as well as general shop safety procedures.

- B. Sample Assignment: Create a Skill Block
After instruction on specific tool safety for each shop tool, demonstrate safe operation of shop tools by creating individual projects. To prepare them for this, they are given an orthographic drawing that they must interpret to create their individual project. Students are given different block of wood and, using the tools of instruction, they

demonstrate proper tool safety to the teacher. In order to demonstrate understanding of applied math concepts, students also use geometry tools (i.e., protractor, compass) in order to create shapes in the wood. Ultimately the shapes need to match the given orthographic drawing. While demonstrating, students should also communicate with their instructor, using the vocabulary of the instruction trades, their understanding of how the tools should be used.

Unit 2: **Intermediate/Advanced Construction Techniques**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,
Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11,
A5.12, A7.1, A7.2, A7.7, A9.1, 9.2, 9.3, A9.6, A10.1, A10.4, A10.5, A11.1
Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.10, F-TF 1.1, G-C 1, G-GMD
1, 4, 5, G-GPE 5, 7

- A. In this unit students will explore numerous building and construction trades and discover their unique aptitudes and specific skill sets as they build wall sections using varied materials, i.e., dimension lumber products, steel stud framing for use by various trades including but not limited to, plumbing, electrical, HVAC, finish carpentry, lath plaster and drywall, framing, glazing, veneers, waterproofing, roofing, sheet metal, concrete etc. Students will use these skills to complete the capstone project. Math skills used will include applied geometry related to the angles of roof pitches, wall angles, finish trim, etc. They will also understand the connection between fractions and decimals and how they relate to the construction process.
- B. 1. Create a model Cabinet: Using student provided construction drawings, students will construct a model cabine using sections to practice various trade skills by installing necessary components of a structure including but not limited to: joinery methods, hardware preparation and assembly, lamination and cabinet finishing techniques. This work allows students to apply geometric concepts such as the reading of an angle necessary to produce cabinetry, shelving, doors and countertops by measuring and cutting of angles necessary for a finished carpentry product. This work ultimately prepares students for the work of the culminating project in which they design and build their own small sustainable structure. The complete project should be square and level.
2. Drafting: Continuing to develop their skills in design, students will create their own design plan that includes a material list, cost estimate, and project schedule. Students will read existing construction drawings (which includes interpreting lines, symbols and abbreviations) to further understand how they are put together. They then use hand tools to design their own new simple structure. This work gives students a chance to apply geometric concepts to create the drawing such as the Pythagorean theorem to design (and eventually construct) their own cabinetry. Historical Analysis of Architectural Styles: Using different sets of historical plans, students will compare and contrast changes in architectural styles and engineering/structural requirements. In addition, students will perform a cost analysis regarding plans from different historical

eras and submit revised estimates and opinions in the form of a brief report that explains why the costs have increased so significantly from one era to another (increases in materials, labor, new building codes, inflation, etc). This work allows students to make connections between historical and current trends in architecture and construction in order to aid in decision making.

Unit 3: **Cabinet Structure**

(7 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,
Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11,
A5.12, A7.1, A7.2, A7.7, A10.1, A10.4, A10.5, A11.1
Common Core State Standards: RLST 11-12.10, F-TF 1.1, G-C 1, G-GMD 1, 4, 5, G-GPE 5, 7

- A. The students will design a structure and develop construction documents for a cabinetry unit. Examples would include kitchen cabinets, bathroom cabinets, or a free standing storage cabinet. The design should include a variety of geometric shapes and should require applied mathematical skills and concepts in order to complete construction. To complete their design, students review specific geometric concepts including understanding the definitions of point, line, line segment, ray, plane, angle, vertex, diameter, radius, and circumference including circular shapes and where other circular shapes fit inside of them. Students apply the area formulas for circles and cylinders and use knowledge of precise measurement of angles using a protractor and angle bisectors using a compass to complete their construction project.
- B. Create Construction Documents: Building on what they learned creating cabinets and drafting, students create a set of construction documents for their cabinet structure that should include a front view, side view, top view, materials list and cost, and a written proposal (see below) that identifies the advantages of their design. The drawings must have dimensions in both standard and metric, calculated angles, an accurate and labeled scale, and any other pertinent information. Students should include a variety of geometric shapes in order to challenge their design and layout skills. The final project drawings should have detailed labels and dimensions, stressing the importance of accuracy in design and mathematical calculations. After the documents have been approved by the instructor, the cabinets will be built. Written proposal for client: The audience for the proposal should be a potential client. In the proposal, students should highlight the advantages of their design and persuade the reader that their particular structure is going to meet the specific needs of a potential client. The document should include justification for the types of materials used and estimate the amount of hours of labor required for assembly.

Second Semester-Course Content

Unit 4: American Labor History

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 3.3, 3.4, 3.7, 3.8, 3.9, 5.1, 6.1, 6.11, 7.7, 7.8, 8.1, 8.2, 9.2, 9.3, 10.1, 11.1

Building and Construction Pathway Standards: AA3.1, A3.2, A4.3, A8.3, A8.4, A9.6, A10.5, A11.4,

Common Core State Standards: RSIT 11-12.2, 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2A-REI 10, G-C1, G-GPE 5

- A. Students will work collaboratively in teams and respond to a given prompt related to the political, economic, and social conditions that have influenced American labor history and current labor laws. Students will write a research essay, write blog posts and comment on those of peers, and make in-class presentations. Students will learn research, organization, and presentation skills as those skills apply to students showcasing their knowledge of American labor history as well as current labor laws.
- B. 1. Research Essay: In order to gain a deeper understanding of the historical situations and issues that have led to the creation of current labor laws, students will research a given era to identify key leaders and major movements, focusing on their influence throughout history. Topics include the significance of apprenticeships, heritage of craft unions and symbols, the progression of working conditions, collective bargaining and economic and social justice.
2. Presentation: Students present the key findings of their research essay in a 3-5 minute multimedia format (PowerPoints, Prezis, posters, videos, or other platform) and provide an overview of evidence collected including the identification of key leaders and their impact on major labor movements for the given era, a description of the political, economic and social implications of the leaders and movements, and labor law and contemporary application. Presentations are intended to demonstrate a deeper understanding of the labor history movement, demonstrate mastery of research, organizational, and presentation skills, and the effective use of academic language in the oral presentation. Students will present to classmates and a panel of Advisors including teachers, peers, building trades professionals and other community partners as appropriate.

Unit 5: Capstone Project

(12 weeks)

STANDARDS

Building and Construction Anchor Standards:

Building and Construction Pathway Standards: A6.1, A6.2, A6.8, A6.9, A6.10, A6.11, A7.5, A7.6, A7.7, A7.8, A7.10, A 7.11, A8.3, A8.4, A9.2, A9.3, A9.4, A10.1, A10.2, A10.3, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, RLST 11-12.10, A-REI 10, G-C1, G-GPE 5

- A. Students will design and build a scaled sustainable structure that encompasses the multiple facets of the building and construction trades. Examples of a capstone project may include a tiny home, structure on a trailer, shed, or office space. The interior of the sustainable structure could be a work area or living habitat with finished walls, flooring system, and cabinetry. The sustainable capstone structure requires that a broad variety of the trades be represented and may include skills for rough framing, roofing, doors and windows, insulation, electrical systems, finish carpentry, plumbing systems, roofing, sheet metal, glazing, concrete, painting, solar power system, and HVAC. Design parameters will meet current building code and Title 24 requirements per the local municipality. Students will follow a Critical Path schedule for completion of the project and will maintain daily logs and workplace documentation.
- B. 1. Design and Build a piece of furniture: To begin, students will create a packet of construction drawings for approval, similar to what may be submitted before construction can begin. The construction drawings will include a 3 view full scale drawing, materials list and cut list. These will be produced either by hand. After teacher approval, students build the structure. In both the design and build of the furniture, students use applied geometry to determine measurements for the furniture piece. Estimation skills utilize multiplication, addition, subtraction, division, etc. After instruction, students apply skills in determining quantities of cubic yards, square yards, cubic feet, volume, etc. Conversion techniques are utilized in the creation of a plan for a constructed project when using dimensional measurements and when transferring plans and calculations to a physical project. One must also be able to calculate the area of triangles and quadrilaterals to ensure everything is plumb, level and square. The Pythagorean Theorem must be used in theory and application through construction of woodworking projects, such as right triangle shelf-supports. The students must also be able to use calculating concepts of measuring volume in woodworking and construction, such as when using the volumetric unit "board foot."
2. Technical writing: Students will use their knowledge of labor law (unit 4) to create documents within the project package that include a bill of materials, vendor list, estimates, purchase orders, and labor costs. They will also be responsible for researching and listing the components in a project package such as contract documents, payment schedules, scopes of work, material safety data sheets (MSDS) licensing documentation, proper insurance documents, workers' compensation, liability, job safety analysis worksheets, etc. All written components of the package must be written to technical industry standards, which stress clarity and organization.

Glendale Unified School District

High School

Date

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

Department: Career Technical Education

Course Title: Technical Cabinet Making & Carpentry 9-10 (replace Tech Cab Crp 5-8; 5507/5508)

Course Code: (Educational Services will assign course number **after** Board Approval)

Grade Level(s): 12

School(s)
Course Offered: Glendale High School

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

Course Credits: 10

Recommended
Prerequisite: Completion of Construction 5-6 with a grade of C or better.

Recommended
Textbook: Modern Carpentry, Willis H. Wagner & Howard Bud Smith, Goodheart-Wilcox Company, 11th Ed., 2008

Course Overview: Technical Cabinet Making and Carpentry 9-10 is the capstone course under the Building and Construction Trade Industry Sector, Cabinetry, Millwork and Woodworking pathway. Technical Cabinet Making and Carpentry 9-10 integrates skills and concepts from the Building and Construction Trades with applied mathematics and English. Students apply advanced levels of craft skills required to design and build a piece of furniture that meet current code requirements. Students make real-world connections between construction, math, and English using written projects, construction documents that include creating advanced professional blueprints and student-centered construction projects. This course provides students the opportunity to apply academic knowledge and

technical skills through a hands- on curriculum that meets pre-apprenticeship requirements for the National Building Trades Council and Construction employment trends.

First Semester-Course Content

Unit 1: Safety

(4 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.1, 2.6, 3.3, 4.1, 5.1, 6.1, 6.2, 6.3, 7.1, 7.1, 9.7

Cabinetry, Millwork and Woodworking Pathway Standards: A1.1, A1.2, A2.1, A2.3, A3.1, A.10.1, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2

- A. Students receive instruction and extended practice in the orientation and industry awareness of the construction industry. Students understand and use the vocabulary of the construction trades, as well as the the vocabulary of various math concepts as they apply to the construction industry. They study math and building sequences related to measurements, geometry, and practical building applications that are related to the construction industry. Learners will receive instruction in measurement and marking/layout, the fundamental skills which will be needed to complete all of the applied mathematics, English, and Construction units and assignments that follow in this course. This will include -- review of fractions and decimals: converting fractions to higher or lower terms, improper fractions and mixed numbers, common denominators, and adding, subtracting, multiplying, and dividing with decimals and fractions; reading a ruler and a tape measure while incorporating fractional measurements to 1/16 of an inch in a building project; reading a fractional caliper to measure material to desired thicknesses. Students practice the key concepts of general shop safety, learning the specific safety rules for the tooling that is applicable to the task at hand and acquiring the knowledge and skills required to work in a safe environment. Shop safety procedures will include; transporting sharp woodworking tools to prevent injury, shop etiquette as it applies to cleanliness and safety, safe and appropriate use of basic, non-powered hand tools including cross-cut saws, rip saws, pull-saws, coping saws, hammers and chisels, hand planes, sand paper of various grits, etc. Students will take written and practical safety tests that are applicable to each tool demonstrated as well as general shop safety procedures.
- B. Furniture Design: After instruction on specific tool safety for each shop tool, students create a furniture design. To prepare them for this, students using their drawing must create the furniture piece. Students are given the materials using the tools of instruction, they demonstrate proper tool safety to the teacher. In order to demonstrate understanding of applied math concepts, students also use geometry tools (i.e., protractor, compass) in order to create shapes in the wood. Ultimately the shapes need to match the given orthographic drawing. While demonstrating, students should also communicate with their instructor, using the vocabulary of the instruction trades, their understanding of how the tools should be used.

Unit 2: **Furniture Structure**

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,
Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11,
A5.12, A7.1, A7.2, A7.7

Common Core State Standards: LS 9-10, 11-12.6, SLS 11-12.2, WS 11-12.7, RSTS 11-12.4, RLST
11-12.10, F-TF 1.1, G-C 1, G-GMD 1, 4, 5, G-GPE 5, 7

- A. The students will design a structure and develop construction documents for a cabinetry unit. Examples would include kitchen cabinets, bathroom cabinets, or a free standing storage cabinet. The design should include a variety of geometric shapes and should require applied mathematical skills and concepts in order to complete construction. To complete their design, students review specific geometric concepts including understanding the definitions of point, line, line segment, ray, plane, angle, vertex, diameter, radius, and circumference including circular shapes and where other circular shapes fit inside of them. Students apply the area formulas for circles and cylinders and use knowledge of precise measurement of angles using a protractor and angle bisectors using a compass to complete their construction project.
- B. Assignments: Building on what they learned creating shed structures, students create a set of construction documents for their furniture structure that should include a front view, side view, top view, materials list and cost, and a written proposal (see below) that identifies the advantages of their design. The drawings must have dimensions in both standard and metric, calculated angles, an accurate and labeled scale, and any other pertinent information. Students should include a variety of geometric shapes in order to challenge their design and layout skills. The final project drawings should have detailed labels and dimensions, stressing the importance of accuracy in design and mathematical calculations. After the documents have been approved by the instructor, the furniture piece will be built.

Unit 3: **Construction Employment History**

(7 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 3.3, 3.4, 3.7, 3.8, 3.9, 5.1, 6.1, 6.11, 7.7, 7.8,
8.1, 8.2, 9.2, 9.3

Building and Construction Pathway Standards: AA3.1, A3.2, A4.3, A8.3, A8.4, A9.6, A10.5,

Common Core State Standards: RSIT 11-12.7, 11-12.10, RHSS 11-12.7, RLST 11-12.2A-REI 10, G-
C1, G-GPE 5

- A. Students will work collaboratively in teams and respond to a given prompt related to the political, economic, and social conditions that have influenced American labor history and current labor laws. Students will write a research essay, write blog posts and comment on those of peers, and make in-class presentations. Students will learn research, organization, and presentation skills as those skills apply to students showcasing their knowledge of American labor history as well as current labor laws.

- B. Assignments: In order to gain a deeper understanding of the historical situations and issues that have led to the creation of current labor laws, students will research a given era to identify key leaders and major movements, focusing on their influence throughout history. Topics include the significance of apprenticeships, heritage of craft unions and symbols, the progression of working conditions, collective bargaining and economic and social justice.

Presentation: Students present the key findings of their research essay in a 3-5 minute multimedia format (PowerPoints, Prezis, posters, videos, or other platform) and provide an overview of evidence collected including the identification of key leaders and their impact on major labor movements for the given era, a description of the political, economic and social implications of the leaders and movements, and labor law and contemporary application. Presentations are intended to demonstrate a deeper understanding of the labor history movement, demonstrate mastery of research, organizational, and presentation skills, and the effective use of academic language in the oral presentation. Students will present to classmates and a panel of Advisors including teachers, peers, building trades professionals and other community partners as appropriate.

Second Semester-Course Content

Unit 4: Advanced Construction Techniques

(6 weeks)

STANDARDS

Building and Construction Anchor Standards: 1.0, 2.5, 2.6, 3.7, 4.5, 5.1, 5.2, 6.3, 6.4, 6.6,

Cabinetry, Millwork and Woodworking Pathway Standards: A5.1, A5.2, A5.3, A5.6, A5.11, A5.12, A7.1, A7.2, A7.7, A9.1, 9.2, 9.3, A9.6, A10.1, A10.4, A10.5, A11.1

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.10, F-TF 1.1, G-C 1, G-GMD 1, 4, 5, G-GPE 5, 7

- A. In this unit students will explore numerous building and construction trades and discover their unique aptitudes and specific skill sets as they build wall sections using varied materials, i.e., dimension lumber products, steel stud framing for use by various trades including but not limited to, plumbing, electrical, HVAC, finish carpentry, lath plaster and drywall, framing, glazing, veneers, waterproofing, roofing, sheet metal, concrete etc. Students will use these skills to complete the capstone project. Math skills used will include applied geometry related to the angles of roof pitches, wall angles, finish trim, etc. They will also understand the connection between fractions and decimals and how they relate to the construction process.
- B. Assignments:
Capstone Project Preparation: Student will use advanced skills to create dimensioned lumber from rough lumber to use later to complete the capstone project. Math skills used will include applied geometry related to the angles of roof pitches, wall angles, finish trim, etc. They will also understand the connection between fractions and decimals and how they relate to the construction process.

Unit 5: **Capstone Project**

(12 weeks)

STANDARDS

Building and Construction Anchor Standards:

Building and Construction Pathway Standards: A6.1, A6.2, A6.8, A6.9, A6.10, A6.11, A7.5, A7.6, A7.7, A7.8, A7.10, A 7.11, A8.3, A8.4, A9.2, A9.3, A9.4, A10.1, A10.2, A10.3, A11.1, A11.2

Common Core State Standards: RSIT 11-12.2, 11-12.10, RLST 11-12.2, RLST 11-12.10, A-REI 10, G-C1, G-GPE 5

- A. Students will design and build a scaled furniture that encompasses the multiple facets of the building and construction trades. Examples of a capstone project may include a “tiny” home, structure on a trailer, shed, or office space. The interior of the sustainable structure could be a work area or living habitat with finished walls, flooring system, and cabinetry. The sustainable capstone structure requires that a broad variety of the trades be represented and may include skills for rough framing, finish carpentry, machining, assembling and finishing the piece of furniture.
- B. Design and Build Furniture:
Students will design and build an original piece of furniture by following these steps:
- a) Students will create scale and full sized drawings of furniture and all component parts showing dimension, joinery, fastening and machining elements.
 - b) Machine, joint, plane, square, laminate, etc. all rough lumber, using advanced construction techniques and equipment.
 - c) Assemble furniture using proper joinery, gluing and mechanical fastening techniques.
 - d) Prepare project for finish, filling, sanding, leveling.
 - e) Finish using advanced finishing techniques; hand rubbed, sprayed, rolled and brushed finishes.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education/Visual and Performing Arts

Course Title: Honors Studio Art 3-4

Course Code: (Educational Services will assign course number after Board Approval)

Grade Level(s): 10-12

School(s)
Course Offered: Hoover High School

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

Course Credits: 10

Recommended
Prerequisite: *This course is a recommended prerequisite for AP Studio Arts; Advanced Studio Art 5-6*

Recommended
Textbook: The Visual Experience ISBN: 978-08719-2627-2
History of Art for Young People ISBN: 0-8109-4150-3

Course Overview: Honors Studio Art 3-4 is the concentrator course for the Arts, Media and Entertainment Industry sector and Design, Visual and Media Arts pathway. Honors Studio Art 3-4 is the advanced multi-media course for the Arts, Media and Entertainment industry sector and Design, Visual and Media Arts pathway. Students will develop mastery of skills in the areas of drawing, painting, sculpture and design. This course will prepare them for more advanced study in the areas of drawing and painting, illustration, animation, digital and mixed media arts. As well, students will begin portfolio development for a future AP Studio courses and college portfolio submission. This class is project based and hands on. Emphasis is placed on understanding of critique processes, evaluation utilizing the Elements and Principle of Art Making, research of art historical figures, and

professionalism of finish product. i.e. What are the components of a viable work of Art?

First Semester-Course Content

Unit 1: Review Drawing Fundamentals - Observational/Conceptual (4 weeks)

Elements and Principles: Line/ Shape/ Illusion of Form/ Color/ Value/ Texture/ Space

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.3; 1.4; 1.6; 2.1; 2.2; 2.4; 4.1; 4.2

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A3.4; A5.6; A8.4

- A. Drawing is a critical skill that is applicable to all visual art areas, therefore we begin the advanced semester with review of observational and drafting skills, and color theory. Observational drawing is the key to understanding organic and geometric form and is the foundation of all the visual art forms. Drawing is also a powerful tool used in the conceptualization of ideas, sequences, etc. Drawing is the foundation and for understanding and communication of the inspiration and planning phases in the arts. Students will study the master draftsman Renaissance through contemporary periods. This unit focuses on review of drawing proficiency for illustrating concepts that are applicable to a variety of art and design fields.
- B. Students will create drawings from careful observation of a personal selection of objects. Emphasis will be placed on diversity of line, shape, value, implied texture, color, composition and space. A rubric will be used for assessing craftsmanship and conceptual clarity, while verbal critique will offer collaborative analysis and discussion.

Unit 2: Public Art and Competitions - Intro. to Presentation and Professionalism (5 weeks)

PTA National Reflections Art Competition

Elements and Principles: Line/ Form/ Value/ Space/ Color/ Value/ Texture /Balance

Movement/ Pattern/ Contrast/ Rhythm/ Emphasis/ Unity

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.4; 2.2; 2.4; 2.5; 4.1; 4.2; 4.3

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A3.2; A3.4; A4.2; A4.4; A5.6; A8.4

- A. This unit provides students with and introduction to the necessary framework and skill set for understanding the boundaries and standards required for submission in a visual arts competition. Students will explore a specified theme and create an original work inspired by that theme. Student achievement will be celebrated and awarded at a district level, and potentially state, and national levels. Judges consider title and artist

statement to learn more the original work and creative interpretation of the theme. Students must consider how does the work relate to the theme? What is their personal connection to the theme? What materials will best show their personal skill level and convey their message most appropriately.

- B. Students will participate in the PTA National Reflections Competition by creating a work of art which reflects a given, yearly theme. In considering content, students will explore the relationship between art and social issues and examine how art can communicate universal message. Students will select a preferred media and create an art work (drawing, painting, collage, digital, sculpture) for submission to the competition. Students will develop an artists statement which explains the inspiration, and meaning of the work, and how it expresses the given theme. Students will mount the art work for submission and participate in collaborative critique and rubric-based assessments to reflect upon their designs.

Unit 3: **Visual Communication with Color**

(4-5 weeks)

Elements and Principles: Color/ Value/ Contrast/ Texture/ Emphasis/ Unity

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 2.1; 2.2; 2.4; 2.5; 3.3; 5.1; 5.4

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. This unit establishes the framework needed for students to further develop an understanding of color theory, and how the manipulation of color combinations can create powerful impact on design. Students will explore the masters, i.e. The Fauves, Joseph Albers, Van Gogh, Warhol, Mondrian, et al, and develop a greater understanding of the impact of color choices, i.e. color compliments, and how this influences the art aesthetic, the manipulation of space, symbolism, abstraction, and the intended emotional message.
- B. Utilizing knowledge of color theory, students will create a portrait illustrated from either observation or images, or both; paying homage to a person of importance in their lives. The portrait must also include symbolism and iconography that relates to this individual (i.e. Frida Kahlo and her monkeys). This portrait must be executed with at least one painting media: acrylic, tempera, gouache or oil paints, but may also include material(s) of the student's choice, i.e. collage, mix materials, additional paints, etc. Students will participate in a written self-evaluation, classroom critique, and rubric-based assessments to reflect upon their designs.

Unit 4: **Cubism/ Abstraction/ Geometry and Architecture**

(4-5 weeks)

Elements and Principles: Line/ Space/ Shape/ Value/ Contrast/ Pattern/ Balance/ Emphasis (Scale)/ Rhythm

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.4; 2.1; 2.2; 2.4; 3.3; 4.5; 5.1

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. The unit provides students with the necessary framework for understanding of relationship of geometric line and shape to architectural form and space. Students will study master architects, painters and sculptors who have utilized geometry as the inspiration and foundation of their practice (Bernini, Pei, Gehry, Picasso/ Braque, Archipenko, Nevelson). In this way, students will broaden an understanding of manipulating perspective, both flat and dimensional, in the art making process. Students will explore historical methods for achieving the illusion of space and study both conventional realism and contemporary simplification to acquire how a variety of art forms employ such tools.
- B. Students will venture outdoors and carefully observe the structures on campus. A series of observational studies will be made of buildings and related architectural details (windows, stairs, fences, railings, etc.). These drawings will be simplified into overlapping squares, rectangles, circles, arches, parallel and perpendicular lines. Students will choose their most successful working drawing and using black and white tempera paint, transform it into a monochromatic art work. Students will differentiate areas of the structure by manipulating color value contrasts, line, and scale. Students will participate in a written self-evaluation, collaborative critique and rubric-based assessments to reflect upon their designs.

Second Semester-Course Content

Unit 5: **The Politics of Art/ Understanding Art as Communication**

(5 weeks)

Elements and Principles: Shape/ Form/ Color/ Space/ Texture/ Pattern/ Emphasis/ Unity

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.4; 2.1; 2.2; 2.4; 2.5; 3.3; 4.2; 4.5; 5.1

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. Students will become familiar with art as a political tool, and how the elements of art and principles of design can be used to powerfully influence an audience. Students will study contemporary masters who have used both 2D and 3D surfaces, as well as happenings or performance art forms, to communicate message and meaning. Examples of social and/ or personal themes may be but not limited to: racism, sexism,

homelessness, fear of war, clean air/ water/ soil, extreme poverty, genocide, or any number of pressing social issues. Students will choose a topic of social and/ or personal importance to speak about, research the subject, and develop a plan to express the issue with visual a representation.

- B. Students will be given a cigar box (or like) to create a 3D art work. Research and planning will include a materials list needed to create the imagery and objects needed for a successful sculpture. Students will gather, fabricate, and organize items both recognizable and symbolic, which communicate the objective of the art work. Informational research and artist statement as response and intention will be created to help direct the outcome. Project based assignments will allow students to design concepts around summative assessments and written/verbal critique will allow students to analyze and improve their work.

Unit 6: **Inspired Artwork and Research Project**

(5 weeks)

Elements and Principles: Color/ Value/ Contrast/ Space/ Texture/ Movement/ Unity

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.4; 2.1; 2.3; 2.4; 2.5; 3.3; 4.2; 4.5; 5.1

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. Students will research an artist or artistic movement of inspiration, interest, or curiosity. Lecture will provide a foundation for a long and rich history of artists looking to masters and mentors for guidance and motivation. Students will research a brief history of their subject's lives, focusing on key pieces of information which helped to form the artists creative vision and direction. In addition, students will create a work of art which reflects the elements and principles which are evident in the works of their chosen artist and/ or movement. For example: Van Gogh- Texture, Color, Rhythm; Motherwell- Shape, Contrast, Emphasis. Written and project-based assignments will allow students to design concepts around summative assessments and written/verbal critique will allow students to analyze and improve their work.
- B. After completed research assignment and visual investigation of a chosen artist, students will create a work of art which is inspired by their muse. The media and application of materials must bare relation with this artist of inspiration but should NOT be a direct replication or plagiarized work. Students will create a PowerPoint or google slides presentation and orally report and educate the audience about their chosen artist. As well, students will present the accompanying artwork and discuss the relationship to their chosen artist in terms of execution. A rubric will be used for assessing proficiency and students will participate in a written self-evaluation, and verbal critique with peer input.

Unit 7: **Self-Portraits/ Contemporary Abstraction**

(4-5 weeks)

Elements and Principles: Color/ Emphasis, Texture, Contrast, Pattern

STANDARDS

Visual and Performing Arts

Standards 1.1; 1.2; 1.4; 2.1; 2.3; 2.5; 3.3; 4.1; 4.2; 4.5; 5.1

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. Students will study media and styles of modern and contemporary self-portraits in which the artists have effectively depicted themselves with regards to exaggeration, and abstraction. Through visual motivation and lecture, students will analyze how artists have effectively applied the elements and principals of design to represent themselves in abstract terms, in a self-portrait study. Students will discuss the varying medium choices, how those materials communicate feeling, tone, emotion, which can emphasize the abstraction. Students will create their own abstracted self-portrait study. Project based assignments will allow students to design concepts around summative assessments and written/verbal critique will allow students to analyze and improve their work.
- B. Students will use mirrors to observe their reflections, and photos to create a realistic interpretation of their image. After has been drafted, students will utilize line, value, texture, etc....morph or juxtapose/ abstract the parts of the face. Using student driven choice of materials, students will create a self-portrait study. Students will work from onsite observations, as well as photographic inspirational images. A rubric will be used for assessing proficiency and students will participate in a written self-evaluation, and verbal critique with peer input.

Unit 8: **Portfolio Presentation**

(4-5 weeks)

Elements and Principles: Color, Space, Form, Rhythm, Movement, Pattern, Unity, Balance

STANDARDS

Visual and Performing Arts

Standards 1.3; 2.2; 2.3; 3.1; 3.3; 3.4; 4.2; 4.5; 5.1; 5.4

CTE Arts Media and Entertainment Arts - A. Design, Visual and Media Arts Pathway

Standards A1.2; A1.3; A1.7; A2.3; A2.4; A2.6; A3.4; A5.6; A8.4

- A. Students will receive an overview of the different programs available for creating an online portfolio (Google Slides, Weebly, WordPress for tech savvy students, etc....) Lecture presentation and student research will investigate the many types of offerings and organization techniques employed in artists websites. Discussions will center around analysis of user friendly effectiveness, consistency, flow, clarity of artists voice. Students will choose several models as guidelines and select a program to create an online portfolio. Students will also learn about display, photography and

documentation of art work. Project based assignments will allow students to design concepts around summative assessments and written/verbal critique will allow students to analyze and improve their work

- B. Students will gather all art work from present, and past art classes, or self-generated works. With individual and peer assessment, students will choose a minimum of 10 works of art to begin an online portfolio. All work will be professionally photographed and manipulated to upload onto the chosen format. Students will organize the images into a unifying flow, and draft and upload a personal artist's statement to complete the narrative. Project based assignments will allow students to design concepts around summative assessments and written/verbal critique will allow students to analyze and improve their work.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: World Languages and Cultures

Course Title: Japanese 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: Glendale 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
- Japanese Language and Culture 1-2 with a C or higher
- Japanese 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: Traditional textbook for Japanese studies: Dekiru Nihongo (Sho-Chuukyuu), Translation: Can Do Japanese, ISBN: 9784757420847

Course Overview: Japanese Language and Culture 5-6 utilizes thematic units from Japanese literature, history, culture and the arts. The students develop an understanding of the features of target culture community including its geography, history, art, and society. Exciting and unique Japanese culture and topics that will be discussed include Japanese food, traditional arts, music, contemporary Japanese culture, pop music, animation, drama, holidays, and customs. Students will increase their ability to comprehend and express themselves in spoken and written Japanese. Students will be required to communicate in Japanese in a variety of situations and will

read selected Japanese texts from authentic materials. The course will be conducted entirely in Japanese.

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. Listening comprehension quizzes
7. Writing assignments on topics and texts based on the units of study
8. Timed writing tests based on prompts
9. Target language proficiency assessment like the AAPPL
10. Sections from previous Advanced Placement exams

First Semester-Course Content

Unit 1: Introductions in New Situations

(2-3 weeks)

STANDARDS

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

Essential Question: Who am I and how do I present myself to others?

Students will be able to introduce themselves politely and make a good impression both in written and spoken forms. They will be able to engage in social interactions by appropriately asking and answering questions in different contexts both formal and informal.

Sample Assignment: Students will write an autobiographical essay describing who they are and their backgrounds. Students will present their autobiographies in class.

Unit 2: Shopping

(2-3 weeks)

STANDARDS

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

Essential Question: Where do I obtain the resources I need? How do I interact with those who will help me in those environments?

Students will be able to understand recommendations given by others and use that information to make decisions when shopping for different items. Students also will be able to ask questions and engage in conversation with employees. Students can communicate with others in restaurants including asking questions and ordering.

Sample Assignment: Students will research items that they would like to purchase using others' recommendations and shop within a given budget. Students will role play as they simulate going to a restaurant.

Unit 3: **Plans and Goals for Life**

(2-3 weeks)

STANDARDS

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

Essential Question: What are my talents and interests? How can I achieve my goal in the future?

Students will read about important contributors to Japanese culture and society. Students will also be able to communicate what their own plans and goals are for the future. Students will be able to describe that they need to be doing in order to achieve their goals and dreams.

Sample Assignment: Students will research and analyze short articles and/or literature in Japanese on fields they are interested in. They will be able to identify the main idea and discuss the content. Students will also develop a plan in order to achieve their goals.

Unit 4: **Communities in Japan**

(2-3 weeks)

STANDARDS

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

Essential Question: What are the features of the different communities in Japan?

Students will read about different communities in Japan and identify their similarities and differences. Students will be able to convey highlights of the community including information on parks, places of interest, stores, and public recreational spaces.

Sample Assignment: Students will create a commercial about their assigned city, highlighting its top things to do for visitors, demonstrating an understanding of geographical features and Japanese culture.

Unit 5: **How to Solve Problems**

(2-3 weeks)

STANDARDS

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

Essential Question: What are ways we can identify and respond to problems?

Students will be able to explain about lost items, directions, and ask for assistance. Students will be able to seek help when they are in trouble.

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. Timed scenarios will also be given to come up with individual solutions to various problems. They will also reflect on how the situation and solution could be applied to their own life circumstances.

Unit 6: **Planning a Trip to Japan**

(2-3 weeks)

STANDARDS

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

Essential Question: Where do I want to visit in Japan and why?

Students will be able to decide where they would like to travel and explain the reasons why they would like to go to that destination in Japan. They will study types of transportation available to them in Japan and their schedules. Students will be able to describe what they need to do in advance to prepare for the trip.

Sample Assignment: Students will research places in Japan through authentic travel sites, online magazines, and blogs, checking prices for transportation, hotel, food, and currency. They will create an itinerary for their trip and present it in class.

Unit 7: **Meeting New People**

(2-3 weeks)

STANDARDS

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

Essential Question: How do I establish relationships with others through conversation?

Students will be able to introduce themselves using honorific and humble forms and enjoy the new relationship. Students will understand how food brings people together.

Sample Assignment: Students will watch clips of video or listen to podcasts of dialogue and analyze what the parties are discussing. Students interact with invited guests who speak Japanese and have the opportunity to ask and answer questions about a topic of study.

Second Semester-Course Content

Unit 8: **Appreciation**

(2-3 weeks)

STANDARDS

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

Essential Question: What is the purpose of giving gifts to others? How do gifts help build relationships with others?

Students will prepare thoughtful yet inexpensive gifts to give to another person such as flowers from the garden, an original song, or a drawing. Students will be able to convey the feeling of appreciation by using proper language and vocabulary as they receive gifts from their classmates. They will also be able to recall and describe the event that prompted their feeling of appreciation for another. Gift wrapping, presentation of the gift is very important for Japanese people. Students will gain a knowledge of the importance of gift wrapping by reading the articles about the culture and learn how wrap their gifts differently.

Sample Assignment: Students will create a video message describing their feelings of gratitude for the gift received.

Unit 9: **Workplace Environment**

(2-3 weeks)

STANDARDS

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

Essential Question: How does one adapt to workplace culture?

Students will be able to understand the rules of the workplace and explain them to others. Students will be able to communicate with their supervisors and colleagues in the proper manner and speech.

Sample Assignment: Students will look through job postings and apply for a position for which they feel they are qualified. They will participate in an oral mock interview for the position.

Unit 10: **Problem Solving During Travel**

(2-3 weeks)

STANDARDS

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

Essential Question: How do I respond to problems in unanticipated situations?

Students will be able to solve the unexpected incidents that occur during trips and address those problems accordingly. Students will be able to explain what is happening and how they solved their problems.

Sample Assignment: Students will write postcards to their Japanese host family about an incident on an imagined trip where they have to explain what happened and how they overcame the problem.

Unit 11: **Participating in Community Life**

(2-3 weeks)

STANDARDS

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

Essential Question: How is culture reinforced through participation in the community? What are ways people are involved and connected to others in the community?

Students will be able to develop a deeper understanding of Japanese culture and demonstrate their knowledge of Japanese communities and the purpose of volunteerism and how it supports community life. Students will be able to discuss how people in Japan are engaged in community activities such as sports teams and service organizations.

Sample Assignment: Students will write an essay describing a community activity and the benefits of participating in it.

Unit 12: **Health**

(2-3 weeks)

STANDARDS

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

Essential Question: How do I identify and convey my health symptoms to another to receive proper care? How do I maintain a healthy lifestyle?

Students will be able to describe their ailments and concerns with their health. Students will be able to communicate the reasons, symptoms, and solutions with others. They will be able to discuss what they do to keep themselves in good condition.

Sample Assignment: Students will read articles in regards to the health issues including sleeping habits and intake of cigarette and alcohol and analyze data. Students will keep a food and activity journal to record their choices that may affect their health.

Unit 13: **Relating Past Events to Present Times**

(2-3 weeks)

STANDARDS

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

Essential Question: How do past events shape our decisions in the present and future?

Students will be able to explain what experiences they had as a child and how their educational backgrounds influence them.

Sample Assignment: Students will write a persuasive essay about an event or experience that has contributed to who they are today and why others should experience that as well.

Unit 14: **Holidays and Traditions**

(2-3 weeks)

STANDARDS

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

Essential Question: What holidays and traditions are important? Why do we recognize and celebrate them?

Students will be able to explain and identify the holidays and traditions that they observe. They will also develop an understanding of Japanese holidays and traditions and the purpose of gift giving on some occasions.

Sample Assignment: Students will read articles about traditions from other countries and compare with each other. Students will be shown a variety of items that could serve as gifts. They will have to assign the gifts to different people and occasions and explain the reasons why it would be appropriate to give.

Unit 15: **Current Events**

(2-3 weeks)

STANDARDS

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

Essential Question: What are the overt and covert messages transmitted through the news?

Students will be able to understand current news items and explain their points of view. Students will read authentic Japanese news articles from newspapers, online magazines, websites and explain their perspectives.

Sample Assignment: Students will read about a news item from an American news organization and a Japanese publication. They will critically analyze and interpret the attitudes and opinions of the two perspectives and compare their similarities and differences.

Additional Recommended Materials - Must be approved by Board of Education.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 7

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education
Dr. Mary Mason, Executive Director, Elementary Education

SUBJECT: **Proposed Basic and Supplementary Textbooks for Use in Elementary, Middle, and High Schools in the Areas of Career Technical Education, Social Science, Mathematics, English, and Foreign Language Academies of Glendale (FLAG)**

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, Social Science, Mathematics, and English 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

GERMAN

German FLAG, Grade 4/5
Piri 4 Das Sprach-Lese-Buch by Various Authors (Basic)
Published by Klett, 2015

German FLAG, Grade 4/5
Piri Asbeitsheft texte schreiben by Various Authors (Basic)
Published by Klett, 2016

German FLAG, Grade: 4/5
Die Reise Zur Wunderinsel by Klaus Kordon (Supplementary)
Published by Gulliver, 1983

German FLAG, Grade: 4/5
Lippels Traum by Paul Maar (Supplementary)
Published by Oetinger, 1984

German FLAG, Grade 4/5
Der Elefant des Magiers by Kate DiCamillo (Supplementary)
Published by dtv junior, 2010

German FLAG, Grade 4/5
Sams Wal by Kathernie Scholes (Supplementary)
Published by Ravensburger, 1990

German FLAG, Grade 4/5
Matti und Sami by Salah Naoura (Supplementary)
Published by Beltz & Gelberg, 2011

German FLAG, Grade 5/6
Die Geschichte von Malala by Viviana Mazza (Supplementary)
Published by dtv, 2013

German FLAG, Grade 5/6
Tommy Mütze by Jenny Robson (Supplementary)
Published by Gulliver, 2012

German FLAG, Grade 5/6
Gespensterjäger auf eisiger Spur by Cornelia Funke (Supplementary)
Published by Loewe, 1993

German FLAG, Grade 5/6
Level 4 – Die Stadt der Kinder, by Andreas Schlüter (Supplementary)
Published by dtv junior, 2004

JAPANESE

Japanese FLAG, Grade 1
Kokugo 1 (jyo) by Various Authors (Supplementary)

Published by Mitsumura, 2017

Japanese FLAG, Grade 3
Kokugo 3 (jyo) by Various Authors (Supplementary)
Published Mitsumura, 2016

KOREAN

Korean FLAG, Grade 1
Korean Language Arts Set (Pony Duck, Please Pick Me, Posi's Mud Bath, Singing Mermaid, That's Mine, Bbochi vs. Poach, Dad is Afraid of Water) by Guido Van Genechten (Basic)
Published by Aram Books, 2013

Korean FLAG, Grade 1
Korean Language Arts Set (That's Mine, Bbochi vs. Poach, Dad is Afraid of Water) by Guido Van Genechten (Basic)
Published by Aram Books, 2014

MIDDLE SCHOOLS

Department: Career Technical Education

Introduction to Media & Digital Arts, Grades 7-8
Graphic Communications: Digital Design and Print Essentials
by Prust, Z.A and Peggy B. Deal (Basic)
Published by Goodheart-Wilcox, 2019

Introduction to Media & Digital Arts, Grades 7-8
Adobe Photoshop Creative Cloud by D. Michael Ploor (Basic)
Published by Goodheart-Wilcox, 2018

Introduction to Media & Digital Arts, Grades 7-8
Adobe InDesign Creative Cloud by D. Michael Ploor (Basic)
Published by Goodheart-Wilcox, 2018

Introduction to Media & Digital Arts, Grades 7-8
Adobe Illustrator Creative Cloud by D. Michael Ploor (Basic)
Published by Goodheart-Wilcox, 2018

HIGH SCHOOLS

Department: Social Science

AP U.S. Government and Politics, Grade 12
American Government: Institutions and Policies
by Wilson, DiIulio, Bose, and Levendusky (Basic)
Published by Cengage, 2019

Department: Mathematics

AP Statistics, Grades 9-12
The Practice of Statistics by Starnes and Tabor (Basic)
Published by Bedford, Freeman, and Worth, 2018

AP Statistics, Grades 9-12
Strive for a 5 by Molesky and Legacy (Supplementary)
Published by Bedford, Freeman, and Worth, 2014

AP Calculus AB/BC, Grades 9-12
Be Prepared for the AP Calculus Exam
by Howell Montgomery (Supplementary)
Published by Skylight Publishing, 2016

AP Calculus AB/BC, Grades 9-12
Stewart's Calculus: Single Variable, Early Transcendentals
by James Stewart (Basic)
Published by Cengage, 2016

Department: English

English, Grade 10
Black Dog of Fate by Peter Balakian (Supplementary)
Published by Basic Books, 2009

English, Grade 10
The Sandcastle Girls by Chris Bohjalian (Supplementary)
Published by Vintage Books, 2015

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

INFORMATION REPORT NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Glendale Community College Elementary Enrichment
Summer School Program 2018**

This report provides the Board of Education with information on the summer school enrichment program available to elementary school students for the summer of 2018.

Glendale Community College (GCC) will again partner with the District in a fee-based enrichment summer program for students entering kindergarten through sixth grade. The program will be held at Fremont Elementary School and will run for four weeks, from June 11 through July 6, 2018. Kathy Seifert, Glendale Community College Community Services Education Director, and Christin Molano, Fremont Elementary School Principal, are responsible for the coordination of the program.

The Glendale Community College Enrichment Summer School Program will provide enrichment classes in the areas of reading, writing, math, science, art, and cooking to name a few. Childcare services will be offered through the GUSD Early Education and Extended Learning Program (EEELP) Department.

The tuition for each class is \$475. Registration is in progress, and will be accepted in person at the Glendale Community College Garfield Campus, Community Services Education Office, located at 1122 E. Garfield Avenue, Room MP 112, Glendale 91205. Online registration is also available at www.glendale.edu/cse.

Additional information on the full schedule of classes and hours can be obtained by contacting GCC at (818) 240-1000, Ext. 5015. Contact Socorro Cornejo at (818) 430-0773 for information on the after-school childcare services available at Fremont Elementary School in conjunction with this summer program.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 1

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
Melanie Doody, Teacher Specialist, Teaching and Learning

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

The Superintendent recommends that the Board of Education approve the adoption of College Preparatory Mathematics (CPM) as the Integrated Math I-III curriculum materials, to be supplemented by additional resources, for Integrated Math I, II, and III.

Background

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.

CPM came out higher in all reviews except for:

- the final teacher vote (19 votes for HMH, 18 votes for CPM); and
- a small online survey sampling of 139 parents (7.4% participation rate) of the 1,866 students currently enrolled in Integrated I (73% for HMH, 27% for CPM).

Comparison of CPM and HMH:

- CPM performed stronger than HMH for student growth as measured by a pre/post test assessment (CPM 63% growth, HMH 48% growth);
- GUSD teachers rated CPM higher on a five-point rubric for Content Alignment to the California Standards for Mathematics (CPM 3.9, HMH 3.6);
- GUSD teachers rated CPM higher on a five-point rubric for alignment to the Standards for Mathematical Practice (CPM 3.7, HMH 3.3);
- GUSD teachers rated CPM higher on a five-point rubric for quality of planning and support materials (CPM 3.4, HMH 3.2);

- The Secondary Education Council, comprised of all secondary principals, voted for CPM over HMH (CPM 6 votes, HMH 2 votes);
- EdReports.org, an independent nonprofit, analyzed both programs and 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 did not progress for further analysis;
- The CPM program offers more comprehensive professional development for the proposed three years of the adoption, eight days of training for each teacher in Year One alone; and
- The CPM program is more cost effective for a three-year adoption (CPM \$85/student, HMH \$125/student).

Recommendations

After careful consideration of all factors and the Board Policy and Administrative Regulations for curriculum development and evaluation (BP/AR 6141), the Superintendent recommends a single adoption of CPM for Integrated Mathematics I – III, for a period of three school years, to be supplemented by additional resources. The anticipated cost of the adoption will be \$85/student, minus textbooks and materials already purchased for the pilot review, for a total cost of approximately \$242,720, to be paid out of textbooks funds.

Next Steps

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.

The Teaching and Learning Department will work with the Math Curriculum Study Committee (CSC) and school sites to ensure 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. This professional development will occur over a three-year period with support from the publisher.

The Teaching and Learning Department will schedule a series of parent 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. The publisher has also offered assistance with the parent meetings.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 2

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Change Order No. 3 to Bid No. 111-15/16 with ACC Contractors, Inc. for the Overcrowding Relief Grant 2-Story Building at Muir Elementary School and Notice of Completion**

The Superintendent recommends that the Board of Education approve Change Order No. 3 to Bid No. 111-15/16 with ACC Contractors, Inc. for the Overcrowding Relief Grant 2-Story Building at Muir Elementary School in the amount of \$76,478.86 and a Notice of Completion.

On December 1, 2015, the Board of Education approved the award of Bid No. 111-15/16 to ACC Contractors, Inc. (Azusa) for the Overcrowding Relief Grant (ORG) 2-story building at Muir Elementary School in the amount of \$6,730,000. On May 9, 2017, the Board approved Change Order No. 1 in the amount of \$117,954.57. On November 7, 2017, the Board approved Change Order No. 2 in the amount of \$350,628.62.

Change Order No. 3 in the amount of \$76,478.86 accounts for various items, including District-requested changes, as well as design changes to the plans. This Change Order represents a cumulative increase of 8.10% to the original contract, which is included in the previously allocated 10% project contingency. This increases the original contract total to \$7,275,062.05. Below is a list of the Proposed Change Orders (PCO's) that are accounted for in Change Order No. 3:

PCO Number	Responsibility Code	Change Amount
111	1	(\$500.00)
77	2	\$5,109.82
12R-2, 112, 122	3	\$39,662.29
44R, 109, 110, 114, 117-R1, 120, 125	4	\$15,122.83
113, 121	5	\$6,123.37
118R-1	6	\$3,752.88
55R-1, 104, 105, 106	7	\$7,207.67
	Total:	\$76,478.86

Responsibility Codes are defined as follows:

- | | | |
|-------------------------|------------------------|-------------------------|
| 1. Differing Conditions | 4. Value Enhancement | 7. Required Extra Scope |
| 2. Design Error | 5. Settlement | 8. Optional Extra Scope |
| 3. Design Omission | 6. Resolution of Claim | 9. Other |

This project was completed in a satisfactory manner as of May 30, 2018 for a total cost of \$7,275,062.05. This project is funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.



Planning, Development & Facilities
 349 Magnolia Avenue
 Glendale, California 91204
 Tel: 818.507.0201 Fax: 818.507.4911

Project Name: Muir Elementary School ORG
 DSA No: 03-114338

District PO No: 0000904912
 District Contract No: 111-15/16

CHANGE ORDER (CO)

To: ACC Contractors, Inc.
 737 West 9th Street
 Azusa, California 91702

CO No. 003
 Date: 6/6/2018

The following modifications have been made to your basic contract for the reasons listed below:

<u>Item</u>	<u>Responsibility Code</u>	<u>Days</u>	<u>Change Amount</u>
PCO 12R-2	3	0	\$31,733.87
PCO 44R	4	0	(\$11,539.50)
PCO 55R-1	7	0	\$ 2,120.00
PCO 77	2	0	\$ 5,109.82
PCO 104	7	0	\$ 424.00
PCO 105	7	0	\$ 1,583.64
PCO 106	7	0	\$ 3,080.03
PCO 109	4	0	\$ 4,813.83
PCO 110	4	0	\$ 1,830.49
PCO 111	1	0	(\$ 500.00)
PCO 112	3	0	\$ 2,463.65
PCO 113	5	0	(\$ 200.00)
PCO 114	4	0	(\$ 915.90)
PCO 117-R1	4	0	\$ 3,800.00
PCO 118-R1	6	0	\$ 3,752.88
PCO 120	4	0	\$ 1,450.34
PCO 121	5	0	\$ 6,323.37
PCO 122	3	0	\$ 5,464.77
PCO 125	4	0	\$15,683.57

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under Article 17 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum and Calendar Days	\$	6,730,000.00	467
Net Change by Previously Authorized Requests and Changes	\$	468,583.19	30
The Contract Sum and Days prior to this Change Order were.....	\$	7,198,583.19	497
The Contract Sum and Days will be increased/(decreased) by	\$	76,478.86	0
The New Contract Sum and Days including this Change Order.....	\$	7,275,062.05	497
The Date of Contract Completion as of this Change Order is therefore		Nov. 1, 2017	497
Cumulative Percentage of Original Contract	%		8.10%



Planning, Development & Facilities
 349 Magnolia Avenue
 Glendale, California 91204
 Tel: 818.507.0201 Fax: 818.507.4911

Authorized	Signature	Date
Owner		
Contractor		
Architect		
Project Manager		
Inspector of Record		

Responsibility Code

- | | | |
|-------------------------|------------------------|-------------------------|
| 1. Differing Conditions | 4. Value Enhancement | 7. Required Extra Scope |
| 2. Design Error | 5. Settlement | 8. Optional Extra Scope |
| 3. Design Omission | 6. Resolution of Claim | 9. Other (explain) |

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced change(s). We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above. All other items and conditions of the Contract Documents shall remain in effect.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Muir Elementary School
ADDRESS: 912 South Chevy Chase Drive
Glendale, California 91205

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: Muir ORG – Bid No. 111- 15/16

DATE of COMPLETION: May 30, 2018
CONTRACTOR: ACC Contractors, Inc.
CONTRACT DATE: December 2, 2015
BOARD APPROVAL: December 1, 2015
PURCHASE ORDER No.: 0000904912

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 5, 2018 at Glendale, California

Stephen Dickinson
Glendale Unified School District
Chief Financial Officer

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 3

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Independent Contractor Agreement Nos. 472 through 482 with Convergent Technologies for Installation of Security Surveillance Systems at Various School Sites**

The Superintendent recommends that the Board of Education approve Independent Contractor Agreement Nos. 472 through 482 with Convergent Technologies for the installation of security surveillance systems at various school sites for a cumulative cost of \$281,113.27.

On March 11, 2014, the Board approved Convergent Technologies as the preferred vendor for the installation of the District's security surveillance systems. As of March 7, 2017, the Board has approved a total budget allocation of \$4,350,000 in Measure S funds for Districtwide security and safety enhancements. Currently, all school sites have security surveillance systems in place.

Following established procedures, Planning and Development staff worked with District and site administrators to develop plans and obtain pricing for the installation of additional cameras at eleven sites as listed below:

ICA No.	School Site	Description	No. of Cameras	Cost
472	Balboa Elementary	3 new cameras, relocate 1 camera	4	\$13,989.00
473	Cerritos Elementary	6 new cameras	6	\$22,889.00
474	Dunsmore Elementary	8 new cameras	8	\$26,886.00
475	Edison Elementary	5 new cameras	5	\$31,789.13
476	Fremont Elementary	10 new cameras	10	\$33,879.83
477	Glenoaks Elementary	6 new cameras	6	\$21,957.34
478	Jefferson Elementary	3 new cameras, relocate 1 camera	4	\$14,447.44
479	Mann Elementary	10 new cameras	10	\$34,626.50
480	Marshall Elementary	10 new cameras, relocate 1 camera	11	\$38,774.00
481	Monte Vista Elementary	9 new cameras	9	\$33,923.37
482	R.D. White Elementary	2 new cameras	2	\$7,951.66
		Cumulative Total	75	\$281,113.27

Staff is recommending that the Board approve ICA Nos. 472 through 482 with Convergent Technologies for the installation of cameras at the 11 sites listed for a cumulative total of \$281,113.27. This project is funded by Measure S – Security & Site Safety funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 472

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergint Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Balboa Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirteen Thousand, Nine Hundred Eighty-Nine Dollars (\$13,989.00)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Balboa Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$13,989.00

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 473

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Cerritos Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Twenty Two Thousand, Eight Hundred Eighty-Nine Dollars (\$22,889.00)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Cerritos Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost	\$22,889.00
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INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 474

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Dunsmore Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Twenty Six Thousand, Eight Hundred Eighty-Six Dollars (\$26,886.00)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security
Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Dunsmore Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$26,886.00

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 475

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Edison Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirty One Thousand, Seven Hundred Eighty-Nine Dollars and Thirteen Cents (\$31,789.13)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Edison Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$31,789.13

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 476

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Fremont Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirty Three Thousand, Eight Hundred Seventy-Nine Dollars and Eighty Three Cents (\$33,879.83)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 14.3.1. material breach of this Agreement by the Vendor; or
- 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
- 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative’s Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Fremont Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$33,879.83

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 477

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Glenoaks Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Twenty One Thousand, Nine Hundred Fifty-Seven Dollars and Thirty Four Cents (\$21,957.34)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 14.3.1. material breach of this Agreement by the Vendor; or
- 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
- 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Glenoaks Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$21,957.34

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 478

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Jefferson Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Fourteen Thousand, Four Hundred Forty-Seven Dollars and Forty-Four Cents (\$14,447.44)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Jefferson Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$14,447.44

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 479

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Mann Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirty Four Thousand, Six Hundred Twenty-Six Dollars and Fifty Cents (\$34,626.50)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

14.3.1. material breach of this Agreement by the Vendor; or

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

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

14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative’s Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Mann Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$34,626.50

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 480

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Marshall Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirty Eight Thousand, Seven Hundred Seventy-Four Dollars (\$38,774.00)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

- 14.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Technology service Provider. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 14.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.3.1. material breach of this Agreement by the Vendor; or
 - 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
 - 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Marshall Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$38,774.00

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 481

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

Monte Vista Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Thirty Three Thousand, Nine Hundred Twenty-Three Dollars and Thirty-Seven Cents (\$33,923.37)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

14.3.1. material breach of this Agreement by the Vendor; or

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

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

14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

Monte Vista Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$33,923.37

INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE EQUIPMENT AND INCIDENTAL INSTALLATION SERVICES

Professional Services Number: 482

This Independent Contractor Agreement to Provide Equipment and Incidental Installation Services ("Agreement" or "Contract") is made and entered into as of the **5th** day of **June, 2018** by and between the **Glendale Unified School District** ("District") and **Convergent Technologies** ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Vendor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services will generally consist of the following:

[INSTALLATION OF ALL CAMERAS AND SYSTEM COMPONENTS SPECIFIED IN THE SCOPE OF WORK.]

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

R.D. White Elementary School

- 1.2. The Vendor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Vendor's Services at other site(s). The provisions of this Agreement shall apply to the Vendor's Services at each site, without regard to the status of the remaining component(s). Vendor shall invoice for each inspection and test separately and for each site separately and District shall compensate Vendor for each site separately on a proportionate basis based on the level and scope of services completed for each site.

- 2. **Term.** The term of this Agreement shall be from **June 5, 2018** until **December 31, 2018** ("Contract Time"). Work shall be completed within the Contract Time. Vendor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Contract Time.

- 3. **Submittal of Documents.** The Vendor shall not commence the Work under this Contract until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Designated Subcontractors List
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification/Tuberculosis Clearance Certification
- DVBE Participation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

4. **Compensation.** The Vendor's fee for the performance of its services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Vendor for services satisfactorily rendered pursuant to this Agreement a total fee of **Seven Thousand, Nine Hundred Fifty-One Dollars and Sixty-Six Cents (\$7,951.66)** ("Prices for Services"). District shall pay Vendor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Vendor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. Vendor shall prepare a separate invoice for each school site, if Vendor works at more than one site. The itemized invoice shall reflect the hours spent by the Vendor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Designated Representatives.** The Vendor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
8. **Materials.** Vendor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 8.1. Not applicable.
9. **Performance of Services.**
 - 9.1. **Notice(S) To Proceed:** Vendor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project,

- 9.2. **Work During School Hours**
- 9.2.1. Work to be performed in areas where students are present may be performed between 7:30 AM and 4:30 PM, Monday through Friday. Cones must be placed around ladders, lifts, and other work-related objects.
- 9.2.2. Vendor's employees will take measures to keep noise to a minimum while classes are in session.
- 9.3. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.4. **Meetings.** Vendor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementation of services, installation of equipment and any other issues deemed relevant to the operation of Vendor's performance of Services.
- 9.5. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **Safety and Security:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.7. **Lead-Based Paint:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 9.8. **Workers:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 9.9. **Payment Bond And Performance Bond:** The Vendor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
10. **Originality of Services.** Except as to standard generic details, Vendor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Vendor and shall not be copied in whole or in part from any other source, except that submitted to Vendor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Vendor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Vendor consents to use of Vendor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Warranty/Quality:** Unless a longer warranty is included with the installed equipment, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13. **Anti-Trust Claim:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the Parties.

14. **Termination.**

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

14.2. **Without Cause by Vendor.** Vendor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Vendor for services satisfactorily rendered to the date of termination. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 14.3.1. material breach of this Agreement by the Vendor; or
- 14.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency;
- 14.3.4. Any other cause authorized by applicable law.

The District shall provide Vendor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Vendor with three (3) calendar days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else upon the expiration of the three (3) calendar days this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. The total amount of consequential damages shall not exceed the required general aggregate insurance limits for commercial general liability coverage as required in this Agreement.

16. **Insurance.**

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

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

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

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

- 16.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Disputes:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- 17.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - 17.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.
 - 17.3. Prior to Vendor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Vendor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.
18. **Ownership of Any Existing Equipment:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Vendor pursuant to this Contract. If applicable, Vendor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Vendor' notice, designate in writing to Vendor which replaced equipment and materials that should not be disposed of off-site by Vendor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Vendor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Vendor shall use

commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

19. Incidental Installation Work.

- 19.1. The Parties acknowledge that this Agreement shall require incidental labor to perform the Work. Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.
- 19.2. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 19.3. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

20. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

21. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.

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

23. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 23.1. **Certified Payroll Records:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request. If the District and/or its designee operates a labor compliance program on this Project, that the Vendor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
- 23.2. One or more project inspectors ("Inspectors") employed by the District and approved by DSA may be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s') duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. The Vendor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Vendor from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree the Vendor's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.
24. **Change in Scope of Work:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Vendor's belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **Assignment.** Vendor shall not assign or subcontract its obligations under this Agreement without the District's written consent.
26. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
27. **Employment with Public Agency.** Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

28. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).
29. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Vendor performing of any portion of the Services.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Vendor and Vendor's Employees and/or Subcontractors.** The District may evaluate the Vendor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 31.1. Requesting that District employee(s) evaluate the Vendor and the Vendor's employees and subcontractors and each of their performance.
 - 31.2. Announced and unannounced observance of Vendor, Vendor's employee(s), and/or subcontractor(s).
32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
34. **Conflict of Interest:** Vendor understands that its professional responsibility is solely to the District. Vendor warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

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

District:
GLENDALE UNIFIED SCHOOL DISTRICT

223 N. JACKSON ST.

GLENDALE, CA 91206

Attn: Stephen Dickinson

Vendor:

Address:

Attn:

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

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

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

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

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

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

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

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

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

- 44. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 45. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 46. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 47. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

48. SPECIFIC TERMS AND CONDITIONS FOR THIS PROJECT:

- 48.1. PERMITS, FEES AND INSPECTIONS:** Vendor shall be responsible for all fees and permits required to any governmental agency having jurisdiction over the work of this section. The responder shall arrange inspections required by any local ordinances during performance. Upon completion of the work, satisfactory evidence shall be furnished to the owner to show that all work has been installed in accordance with the code.
- 48.2. EXAMINATION OF SITE:** The Vendor shall be held to have visited the site and been satisfied as to the conditions under which the work is to be performed. He shall check existing conditions that may affect the work. Where the responder retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in responder's behalf for any extra expense due to failure or neglect to discover conditions affecting the work.
- 48.3. CLEANING AND CLEANUP:** All work shall be cleaned to remove all dust, dirt, grease, paint or other marks. All electrical equipment shall be left in a clean condition inside and out, satisfactory to the owner. Keep buildings and premises free from accumulated waste materials, rubbish and debris resulting from work herein, and upon completion of said work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from work and legally disposed of off-site. For lead and asbestos dust removal, refer to "Safe School Standards" documentation.
- 48.4. INTERRUPTION OF SERVICES:** Power and signal services to existing buildings and related circuits are to remain in operation and shall not be interrupted except by specific written approval by the owner. If it is deemed necessary to shut down circuits for the installation of new work, such shut downs shall be scheduled with the owner who may, at his option, have a representative present. Shutdown shall be scheduled "after hours" or on weekends when interruption would cause no disturbance to school activities. Any accidental interruption of service to circuits or equipment as a result of work performed by the responder shall, at the responder's expense, be restored immediately in a manner acceptable to the owner.
- 48.5. COOPERATION AND COORDINATION:** Adjacent areas will be in continuous use during the project, responder shall be solely responsible for instituting and maintaining safe working conditions for the project. Maintain noise, dust and other nuisance control measures as effectively as possible. Cooperate and coordinate with the District in putting the installation in place at a time when the space required by this installation is accessible. Provide adequate barriers to insure the safety of staff. Leave no equipment on site unattended.
- 48.6. INSPECTION:** The responder shall cooperate with the District Designer/District Inspector and shall provide assistance at all times for inspection of the work performed under this contract. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The responder shall remove covers, operate devices, or perform any reasonable work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the work.

48.7. MANUFACTURERS DIRECTION: Follow manufacturer's directions where these directions cover points not included on the drawings or in the specifications.

48.8. WORKMANSHIP: Vendor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this work shall be repaired or replaced by the responder. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.

48.9. VENDOR'S SUPERVISION: The responder shall personally, or through an authorized and competent representative, constantly supervise the work from its beginning to its completion and acceptance. He shall, as much as possible, have the same foreman and workers on the job from its commencement to its completion. Glendale Unified School District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. (For example, lead certificates). All non-Glendale Unified School District personnel shall be identified either by an ID tag or uniform with a company logo when on school grounds.

48.10. SCHEDULING OF WORK: Due to its nature, this work will have to proceed with a definite sequence of operations to minimize outages and to continue facilities to all areas.

48.11. GUARANTEE:

48.11.1. Acceptance of the contract for this work includes this guarantee: The responder guarantees that he has performed the work in accordance with the contract documents. Vendor also agrees to replace or repair, as new, any defective work, materials, or part, which appears within one (1) year of final payment if in the opinion of the architect or the owner the defect is due to workmanship or material.

48.11.2. Warranties, guarantees and certificates shall be provided for equipment and materials furnished and installed as of the date of final payment and shall be delivered to the Owner. A Set of "As Built" Visio drawings and test results for all installed cabling shall be provided before the project will be considered complete.

48.12. SUBMITTALS AND SUBSTITUTIONS

1.1. Requests for substitutions after award of the Contract shall be within **Ten (10)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

1.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Vendor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.2.1. If the material, process, or article offered by Vendor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Vendor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Vendor shall not be entitled to request a substitution with respect to those materials, products or services.

1.3. A request for a substitution shall be in writing and shall include:

1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.3.2. Available maintenance, repair or replacement services;

1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District): and

1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Vendor. The Vendor warrants that if substitutes are approved:

1.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.4.2. The Vendor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.4.3. The Vendor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Vendor without a change in the Contract Price or Contract Time;

1.4.4. The Vendor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.4.5. The Vendor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Vendor agrees to execute a deductive Change Order to reflect that credit.

1.5. In the event Vendor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Vendor.

1.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

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

Dated: _____, 2018

Dated: _____, 2018

Glendale Unified School District

Convergent Technologies, LLC

By: _____

By: _____

Print Name: **Stephen Dickinson**

Print Name: _____

Print Title: **Chief Business & Financial Officer**

Print Title: _____

Information regarding Vendor:

Vendor : _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

- Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor’s employees and of all of its subcontractor’ employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

Exhibit "A"
To
Independent Contractor Agreement to Provide Equipment and Incidental Installation Services

Description of Equipment and Scope of Services

R.D. White Elementary School

Per Convergent Technologies, LLC proposal, see "Attachment".

Total Not-To-Exceed Cost

\$7,951.66

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 4

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: **Approval of Modification to the Award of Bid No. 170-17/18 for Play Area Improvements at Various School Sites**

The Superintendent recommends that the Board of Education approve the modification to the award of Bid No. 170-17/18 for Play Area Improvements at various school sites in the amount of \$79,400.00 to Paradise Construction & Contract Management, Inc.

On May 15, 2018, the Board of Education awarded Bid No. 170-17/18 for play area improvements at various sites to Paradise Construction & Contract Management, Inc. (Perris) for Lincoln Elementary School in the amount of \$12,400.00.

Following the award of the bid, Planning and Development staff discussed alternates that were originally part of the bid. Planning staff has determined that this work is in the best interest of the school in order for projects to be completed in time for the start of the 2018-2019 school year. The increase represents a total of \$67,000.

It is requested to approve and modify the total award of contract with Paradise Construction & Contract Management, Inc. for a total cost of \$79,400. Bid details are available for review in the Procurement & Contract Services Department.

This project will be funded by Measure S and State ORG funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. 172-17/18 for Installation of Portable Classroom Buildings at Dunsmore Elementary School, Phase II**

The Superintendent recommends that the Board of Education award Bid No. 172-17/18 for the installation of portable classrooms at Dunsmore Elementary School, Phase II to Golden Phoenix Construction Co., Inc. in the amount of \$168,000.00.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for the installation of portable classroom buildings at Dunsmore Elementary School. A bid conference and job walk was conducted and nine (9) contractors participated. The District received and opened five (5) bids on May 17, 2018, as outlined below:

Contractor	Amount
Golden Phoenix Construction Co., Inc.	\$168,000.00
SS&K Construction	\$172,000.00
Ocean State Development, Inc.	\$174,300.00
The Nazerian Group	\$194,123.00
Paradise Construction & Contract Management, Inc.	\$195,000.00

After conducting a post-bid conference and reviewing the bid documents, staff is recommending to award the bid to Golden Phoenix Construction Co., Inc. (Pasadena) as the lowest responsive and responsible bidder in the amount of \$168,000.00. 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 Developer Fees – Dunsmore Portables Project funds. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. 173-17/18 for Installation of Portable Classrooms at Balboa Elementary School**

The Superintendent recommends that the Board of Education award the Alternate No. 3 portion of Bid No. 173-17/18 for the installation of portable classrooms at Balboa Elementary School to Paradise Construction & Contract Management, Inc. in the amount of \$7,000.00 and reject the base bid.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for the installation of portable classroom buildings at Balboa Elementary School. A bid conference and job walk was conducted and seven (7) contractors participated. The District received and opened four (4) bids on May 17, 2018, as outlined below:

Contractor	Amount	Alternate No. 1	Alternate No. 2	Alternate No. 3
SS&K Construction	\$218,000.00	\$23,000.00	\$23,000.00	\$23,000.00
Golden Phoenix Construction Co., Inc.	\$244,000.00	\$26,000.00	\$15,000.00	\$15,000.00
Paradise Construction & Contract Management, Inc.	\$290,000.00	\$12,700.00	\$32,000.00	\$7,000.00
The Nazerian Group	\$394,123.00	\$35,000.00	\$30,000.00	\$30,000.00

Planning & Development staff reviewed the details of the project and determined it would be in the best interest of the District to reject the base bid, revise the scope of work, and rebid the project at a later time. After conducting a post-bid conference and reviewing the bid documents, staff is recommending to award Alternate No. 3 of the bid to Paradise Construction & Contract Management, Inc. (Perris) as the lowest responsive and responsible bidder in the amount of \$7,000.00. Alternate No 1 and 2 will not be added. 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 Developer Fees – Balboa Portables Project funds. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 7

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Glendale High School Chiller Replacement Project and Budget Allocation**

The Superintendent recommends that the Board of Education approve the Glendale High School Chiller Replacement Project and a Budget Allocation of \$1,000,000.

In June 2014, the California Energy Commission (CEC) approved the District's Energy Expenditure Plan for the 2013-2014 fiscal year (Proposition 39 – Year 1). This included funding from Proposition 39 for the replacement of a chiller at Glendale High School in the amount of \$365,941.75.

In the years following this approval, District staff reviewed the complete scope of work required for the installation of the chiller and determined that in order to complete the project, funding would be required to purchase the chiller, have the old chiller removed, installation of a new chiller, replacing aged water piping, integrating with the district control system, and for the addition of a gas line that is located adjacent to the central plant. The completion of this project will provide cooling during hot temperatures, as well as serve as the primary source for heating during cold temperatures, minimizing the operation of aging, less efficient equipment.

Staff is recommending a budget allocation of \$1,000,000 for the Glendale High School Chiller Replacement Project, which will be allocated from Measure S – Program Reserve funds. This will supplement the funds from the original Proposition 39 – Year 1 Project.

The Superintendent's Facility Advisory Committee supports this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Resolution No 32 Authorizing Debt Service Estimate to be Provided to the County of Los Angeles Respecting Authorized but Unsold General Obligation Bonds of the Glendale Unified School District for Fiscal Year 2018-19**

The Superintendent recommends that the Board of Education adopt Resolution No. 32 Authorizing Debt Service Estimate to be Provided to the County of Los Angeles Respecting Authorized but Unsold General Obligation Bonds of the Glendale Unified School District for Fiscal Year 2018-19.

It is anticipated that in December 2018, the District will issue and sell \$38,000,000 of its Measure S General Obligation bonds authorized by the voters on April 5, 2011. In order for the County of Los Angeles to levy property tax in fiscal year 2018-19 to pay debt service on the anticipated bonds, it is necessary to provide formal notice to the Los Angeles County Board of Supervisors prior to June 30, 2018 of the District's intent to issue such bonds. Adoption and delivery of this resolution provides the required notice.

RESOLUTION NO. 32

RESOLUTION AUTHORIZING DEBT SERVICE ESTIMATE TO BE PROVIDED TO THE COUNTY OF LOS ANGELES RESPECTING AUTHORIZED BUT UNSOLD GENERAL OBLIGATION BONDS OF THE GLENDALE UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2018-19

WHEREAS, an election was duly and regularly held in the Glendale Unified School District (the "District") on April 5, 2011, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure S (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$270,000,000 (the "Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the Board of Education of the District has been requested by the Auditor-Controller of Los Angeles County (the "County Auditor") to provide certain information to the County Auditor regarding the intentions of the District to issue Bonds during Fiscal Year 2018-19, in order that the County Auditor may determine whether to initiate a levy on real property within the District; and

WHEREAS, the District anticipates the need for funds during Fiscal Year 2018-19 for its capital improvement program and intends to issue a series of Bonds during said Fiscal Year; and

WHEREAS, the Board of Education wishes at this time to authorize District staff to make certain communications with the County Auditor respecting the foregoing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Glendale Unified School District as follows:

Section 1. Recitals. The Board of Education hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Intention to Issue Additional Bonds. The Board of Education hereby expresses its current intention to issue not to exceed \$38 million aggregate principal amount of Bonds under the Bond Measure during Fiscal Year 2018-19 (the "2018-19 Bonds"). The Board of Education hereby declares that:

- (a) it anticipates that the 2018-19 Bonds will be issued prior to December 2018;
- (b) the foregoing principal amount of the 2018-19 Bonds is within the amount of authorized but unissued Bonds under the Bond Measure; and
- (c) the Superintendent or Chief Business and Financial Officer of the District is hereby authorized to provide, or cause to be provided, an estimate of debt service for the 2018-19 Bonds to the County

Auditor at the earliest possible date following the adoption of this Resolution.

Section 3. Report to Board; Further Actions. Following the production of the debt service estimate described in Section 2(c) above, the Superintendent is directed to include a copy of such estimate in his next report to the Board of Education. In authorizing the delivery of estimates to the County Auditor, the Board of Education reserves the right to issue fewer 2018-19 Bonds than those described in the estimate and directs that staff return any request for actual authorization and sale of the 2018-19 Bonds to the Board of Education for appropriate action at a later time.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

* * * * *

PASSED AND ADOPTED by the Board of Education of the Glendale Unified School District the 4th day of June, 2018.

Signed:

Gregory S. Krikorian, President, Board of Education
Glendale Unified School District
County of Los Angeles, State of California

OFFICER'S CERTIFICATE

I, Armina Gharpetian, Clerk of the Board of Education of the GLENDALE UNIFIED SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 32 adopted at a regular meeting place thereof on the 4th day of June, 2018, of which meeting all the members of said Board of Education had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Glendale, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption.

Dated: June 4, 2018

Armina Gharpetian
Clerk of the Board of Education
GLENDALE UNIFIED SCHOOL DISTRICT

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Award of CEQA Consulting Services Contract for Crescenta Valley High School Stadium Bleachers and Lights**

The Superintendent recommends that the Board of Education approve a contract for CEQA Consulting Services for Crescenta Valley High School Stadium Bleachers and Lights with PlaceWorks in the amount of \$153,112.00.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of proposals for California Environmental Quality Act (CEQA) Consulting Services for the Crescenta Valley High School Stadium Bleachers and Lights project. In order to comply with CEQA requirements, the District intends to obtain an Environmental Impact Report (EIR) to assess the impact that this project would have on the community prior to beginning construction.

Pursuant to California Government Code 53060, the District may contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services requested. Staff obtained three (3) quotes for CEQA consulting services and is recommending to award a service contract to PlaceWorks (Los Angeles) in the amount of \$153,112.00 to provide these services.

This project is funded by Measure S – Site Assessment, Special Reports, and Miscellaneous Services funds. Solicitation details are available for review in the Procurement and Contract Services Department. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. 18 – 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. 18 – 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. 18
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 19, 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 4th day of June 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 4th day of June 2018, and that it was so adopted by the following vote:

AYES:

NOES:

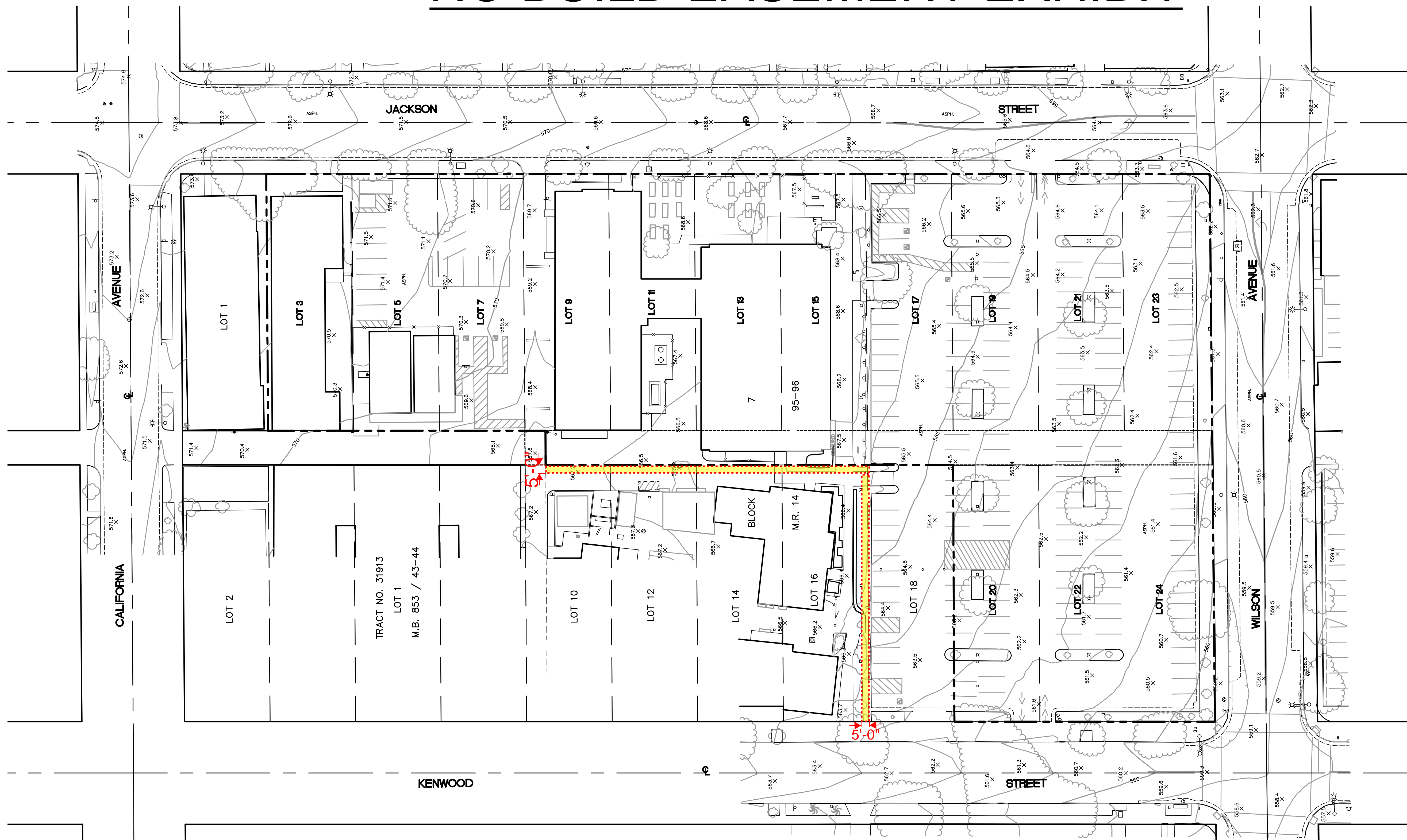
ABSTAIN:

ABSENT:

Clerk of the Governing Board of
Glendale Unified School District

NO BUILD EASEMENT EXHIBIT

EXHIBIT "A"

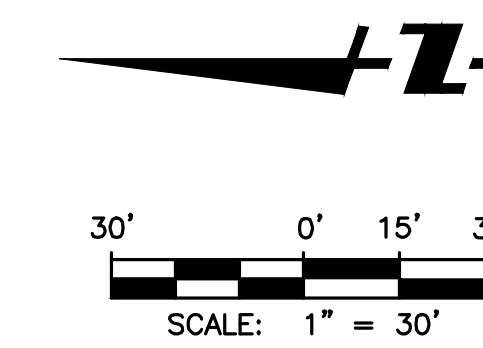


BENCH MARK

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 CHSLD '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 - 662.15'



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=0.000229°/L/A	
S=	Average Percent Current Slope
I=	Contour Interval, in feet
L=	Summation of contour 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



PREPARED BY ME OR UNDER MY DIRECTION:

Andrew J. Willrodt
 ANDREW J. WILLRODT, 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



DATE: DECEMBER 4, 2017
 SCALE: 1" = 30'
 FN: 1287-007TPO.dwg
 JN: 1287-007-01
 DRAWN BY: R.J.L.
 CHECKED BY: KRT
SHEET 1 OF 1

C1.0

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. 19 – 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. 19 – 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. 19
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 19, 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 4th day of June 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 4th day of June 2018, and that it was so adopted by the following vote:

AYES:

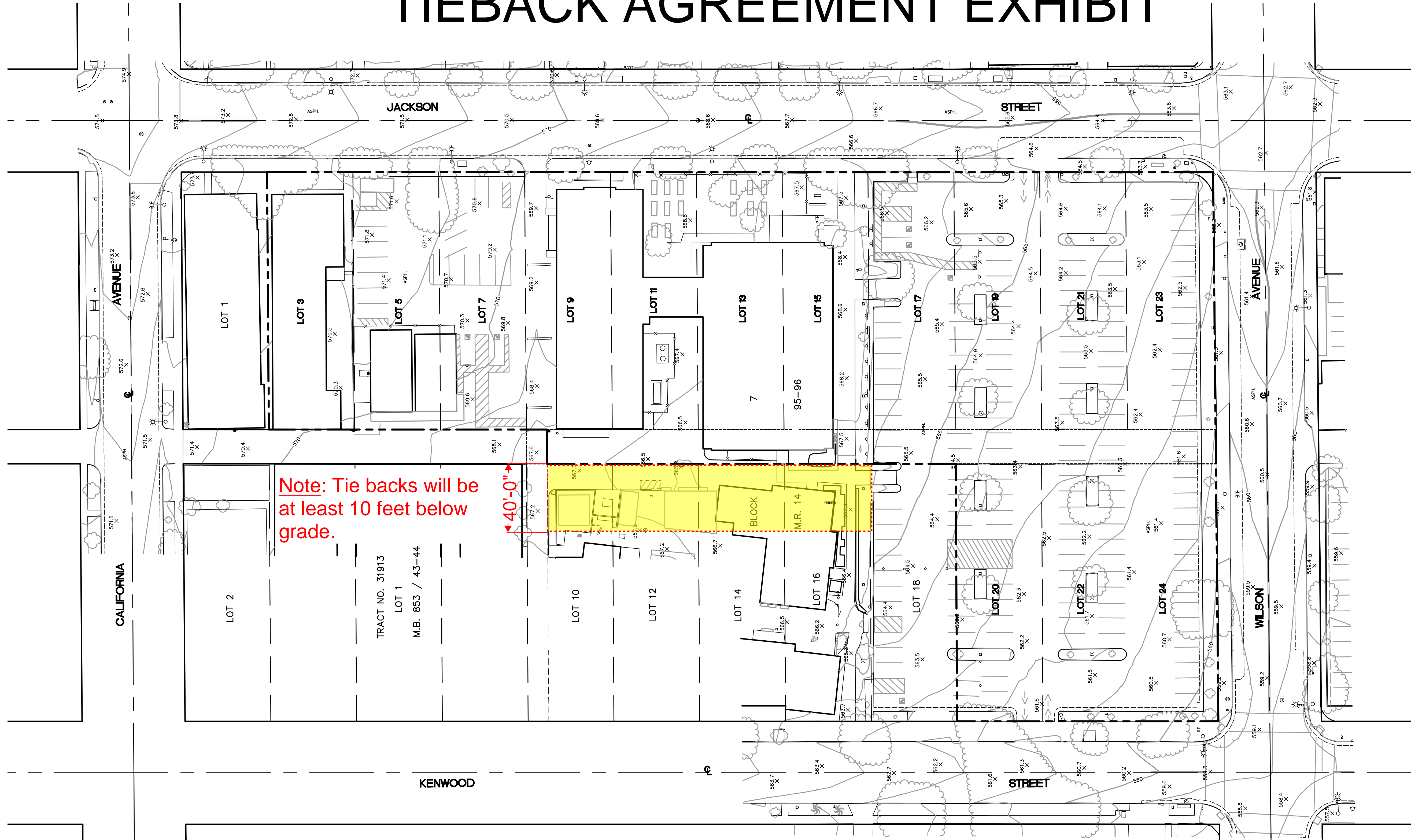
NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of
Glendale Unified School District

TIEBACK AGREEMENT EXHIBIT

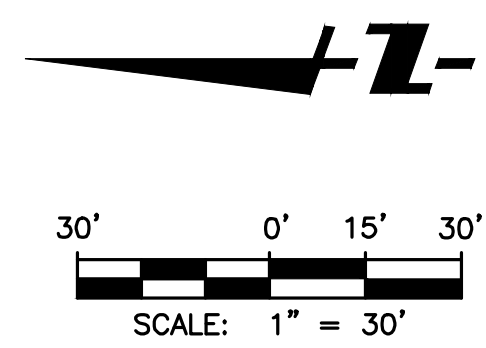


BENCH MARK
 CITY OF GLENDALE BM1603
 LOCATION: ROUND HEAD NAIL IN LEAD IN W'LY HEADWALL
 OF CATCH BASIN IN N'LY CURB CALIFORNIA AVE 3.0 FT
 E'LY R/W LINE KENWOOD ST CHSLD 'BM'
 YEAR OF ADJUSTMENT: 2008
 ELEVATION: 570.70

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 - 662.15'

Note: Tie backs will be
 at least 10 feet below
 grade.
 40'-0"

TRACT NO. 31913
 LOT 1
 M.B. 853 / 43-44



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=0.000229°/L/A	
S=	Average Percent Current Slope
I=	Contour Interval, in feet
L=	Summation of contour 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



PREPARED BY ME OR UNDER MY DIRECTION:

 DECEMBER 4, 2017
 ANDREW J. WILLRODT, P.E. 49881

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



DATE: DECEMBER 4, 2017
 SCALE: 1" = 30'
 FN: 1287-007TPO.dwg
 JN: 1287-007-01
 DRAWN BY: R.J.L.
 CHECKED BY: KRT
SHEET 1 OF 1

C1.0

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 12

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

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

SUBJECT: **Approval for Renewal with Aequitas for Q Maintenance and Support**

The Superintendent recommends that the Board of Education approve the annual maintenance and support renewal for the District's Q Student Information System with Aequitas for the 2018-19 school year for a total amount of \$87,272.67.

On July 17, 2012, GUSD entered into a maintenance agreement with Aequitas to provide upgrades and support for the District's Q Student Information System. The agreement provided full support for the Q product, including CALPADS support, rights to all source code, discounts on extended services and training, and access to free trainings provided by Aequitas (typically four per year provided as online sessions). The annual maintenance agreement with Aequitas is up for renewal for the 2018-19 school year.

The costs to renew for the 2018-19 school year is \$87,272.67 and will be funded by the Educational Technology and Information Services budget as have previous maintenance agreements for the Student Information System.

Aequitas Solutions
7365 Carnelian Street
Suite 208
Rancho Cucamonga, CA 91730

Invoice

Date	Invoice #
7/2/2018	TN18070113

Bill To

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



P.O. Number		Terms	Rep	Project	
		Due on receipt	JU	Annual Transition/Support	
Qty.	Item Code	Description		Price Each	Amount
1	Annual Transiti...	Q Annual Maintenance and Support, 2018-2019		87,272.67	87,272.67
We truly appreciate your support and partnership!				Total	\$87,272.67

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 13

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

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

SUBJECT: **Approval for Renewal of Contract with Blackboard**

The Superintendent recommends that the Board of Education approve the renewal for annual Blackboard services for the 2018-2019 school year in the amount of \$144,098.01.

The Glendale Unified School District (GUSD) subscribes to multiple services offered by Blackboard that are combined in a single coterminous contract.

Blackboard Connect provides voice, email and text notifications, including emergency notifications, community outreach, and surveys. The service empowers GUSD with the ability to communicate information regarding academics, parental involvement, and leadership communications to keep parents and staff informed, aware, and involved.

Blackboard Schoolwires is the web hosting solution for the District and school sites.

Blackboard Parent Link Integrated is the phone app that provides a variety of information and notifications available to parents, students, staff and community members. Information available via the app includes, but is not limited to, attendance notifications to parents, school site calendar events, and emergency notifications.

The subscription for all three services (Connect, Schoolwires, and Parent Link Integrated) is up for renewal. The renewal cost for the 2018-2019 school year is \$144,098.01. The cost of the Blackboard subscription will be funded by Educational Technology and Information Services as in the past.

The authority for this purchase is pursuant to California Public Contract Code 20118 that authorizes school districts to order against competitive bids, commonly referred to as "piggyback," based on the same terms and conditions of the National Cooperative

Glendale Unified School District
Action Report No. 13
June 4, 2018
Page 2

Purchasing Alliance contract number 01-30 "Digital Media Management & Mass Notification" that expires on May 31, 2019.



Blackboard Inc.
 3815 River Crossing Parkway, Suite 200
 Indianapolis, IN 46240 USA
 Phone: +1 202.463.4860
 Fax: +1.312.236.7251
 Email: operations@blackboard.com
 Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:
 Glendale Unified School District
 223 N. Jackson Street
 Glendale, CA 91206-4380
 USA

Date: 04/27/2018
Customer No: 316175
Document No: CSF000251210

Customer Primary Contact: Geoffrey Lim

RENEWAL PRODUCTS AND SERVICES:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
26000	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2018	06/30/2019	49,900.01
33	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2018	06/30/2019	42,075.00
32	WCM-PREMSUP	Dedicated Client Success Representative and a dedicated Technical Support contact, priority scheduling of services, ongoing project management and status meetings., More than 20,000 Users	07/01/2018	06/30/2019	4,896.00
33	WCM-PVA	Video publishing and viewing in Web Community Manager. Includes 40 GB of dedicated video file storage per site.	07/01/2018	06/30/2019	5,049.00
26000	MCA-APPI	Blackboard Mobile Communications App Integrated	07/01/2018	06/30/2019	34,528.00
1	WCM-CRT-MW-TLP	Unlimited access to high quality responsive template library., 1 - 2,000 Users	07/01/2018	06/30/2019	7,650.00

Renewal Amount (USD) 144,098.01

RENEWAL CONFIRMATION:

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Billing information is accurate: _____ (please initial or note corrections)

Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ (please initial)

Please send this complete renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by **07/01/2018**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251
- Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 14

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

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

SUBJECT: **Approval for Renewal of Cisco SMARTnet Maintenance and Support with AMS.NET**

The Superintendent recommends that the Board of Education approve the renewal of Cisco SMARTnet maintenance and support with AMS.NET for the 2018-2019 school year for a total amount of \$159,819.09.

On July 17, 2012, the Board of Education approved the purchase of network infrastructure switches and wireless equipment from AMS.NET. The purpose of the switches is to provide fast, reliable access throughout the District to network resources and the Internet. The purpose of the wireless equipment is to provide complete wireless coverage at all District sites for mobile devices to access network resources and the Internet. Cisco SMARTnet provides maintenance and support for both switches and wireless network infrastructure equipment.

The cost to renew the Cisco SmartNet maintenance and support agreement with AMS.NET for the 2018-2019 school year is \$159,819.09 and will be funded by the Educational Technology and Information Services budget.



Customer Price Quote

Customer

Glendale Unified School District
 223 N Jackson St
 Glendale CA, 91206-4334 US
 ATTN: Frank Schlueter

Ship To

Glendale Unified School District
 333 W Magnolia Avenue
 Glendale, CA 91204-4334
 ATTN: Frank Schlueter

Quote Description

Cisco SMARTnet 18-19. 7/1/18-6/30/19.

Cisco CMAS# 3-11-70-0291U, Expires 12/31/18

Quote #	#Q-00027063
Project #	87039
Modified	5/24/2018
Account Mgr.	Andrew Silva
AM Phone	(562) 236-5316
AM Email	asilva@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	8/21/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Switches					
1	CON-SNT-C4507R+E SMARTNET 8X5XNBD Catalyst4500E 7 slot chassis for 48Gbps Serial Numbers: FXS1634Q2D9, FXS1634Q2BP, FXS1634Q2DD, FXS1634Q2C7, FXS1634Q2GN	Cisco Systems Inc.	5.00	\$1,904.40	\$9,522.00
2	CON-SW-WSC388FL SMARTNET NO RMA Cisco Catalyst 3850 48 Port Full PoE LAN Serial Numbers: FCW2128D0FT, FCW2129F04B, FOC2128L3R8	Cisco Systems Inc.	3.00	\$376.31	\$1,128.93
3	CON-SW-WSC388FL SMARTNET NO RMA Cisco Catalyst 3850 48 Port Full PoE LAN Serial Numbers: FOC2202L3MN	Cisco Systems Inc.	1.00	\$162.24	\$162.24
4	CON-SNT-WSC388FL SMARTNET 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	Cisco Systems Inc.	1.00	\$505.77	\$505.77

	Serial Numbers: FCW2035D0DU				
5	CON-SNT-C7010 SMARTNET 8X5XNBD 10 Slot Chassis, No Power Supplies, Fans Serial Numbers: JAF1626BPGP, JAF1626ANMH	Cisco Systems Inc.	2.00	\$8,026.77	\$16,053.54

ISE Software

6	CON-ECMU-ISEVM SWSS UPGRADES Cisco Identity Services Engine VM (eDelivery)	Cisco Systems Inc.	1.00	\$826.62	\$826.62
7	CON-ECMU-ISE5VM SWSS UPGRADES Cisco Identity Services Engine 5 Bundle Migrat	Cisco Systems Inc.	1.00	\$3,586.62	\$3,586.62

Wireless

8	CON-SNT-CT08500 SMARTNET 8X5XNBD Cisco 5508 Series Serial Numbers: FCW1631L0RK, FCW1631L0TC, FCW1631L0SU, FCW1631L0RQ, FCW1631L0RH, FCW1631L0RL, FCW1631L0M1, FCW1631L0M3	Cisco Systems Inc.	8.00	\$10,359.66	\$82,877.28
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Prime Software

9	CON-ECMU-LMGMBASE SWSS UPGRADES Cisco Ent MGMT PI 3.x Platform Base Lic	Cisco Systems Inc.	1.00	\$13.11	\$13.11
10	CON-ECMU-LPPL500U SWSS UPGRADES Prime Infra 1.x 2.x LF to PI 3.0 LF Up	Cisco Systems Inc.	1.00	\$5,106.00	\$5,106.00
11	CON-ECMU-LPPIF1KU SWSS UPGRADES Prime Infra 1.x 2.x LF to PI 3.0 LF Up	Cisco Systems Inc.	2.00	\$9,522.00	\$19,044.00
12	CON-ECMU-R30SSWK9 SWSS UPGRADES Prime Infrastructure	Cisco Systems Inc.	1.00	\$3.45	\$3.45

Servers

13	CON-SNT-C5548UP SMARTNET 8X5XNBD Nexus 5548 UP Chassis, 32 10GbE Ports Serial Numbers: SSI16170DX7, SSI16150CPA, SSI16170CTG	Cisco Systems Inc.	3.00	\$1,159.20	\$3,477.60
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Security

14	<p>CON-SNT-A85S2XK9 SMARTNET 8X5XNBD ASA 5585-X Chas with SSP20,8GE,2SFP+,2GE</p> <p>Serial Numbers: Serial Numbers: JMX1852806X, JMX1852806J, JMX1852806F</p>	Cisco Systems Inc.	3.00	\$5,837.31	\$17,511.93
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Order Summary

Subtotal	\$159,819.09
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$159,819.09

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Please fax signed Quotation or Purchase Order to your
AMS.NET account manager or to 925.245.6150. Full terms and
conditions can be viewed on our website at
www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

ACTION REPORT NO. 15

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

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

SUBJECT: **Approval of Purchase of Cisco Web Filter and Malware Protection from AMS.NET**

The Superintendent recommends that the Board of Education approve the purchase of Cisco Umbrella Web Filter and Cisco Advanced Malware Protection (AMP) from AMS.NET for a total amount of \$294,537.50 for a 3-year subscription.

In anticipation of the subscription renewal for the District's web filtering and anti-virus solutions, ETIS, together with the current vendor and network support provider, AMS.NET, researched and tested alternative solutions that provide greater benefits at a lower cost. Tests of the Cisco Umbrella web filter and Cisco Advanced Malware Protection (AMP) systems concluded successfully.

Cisco's Umbrella web filter solution provides the following benefits beyond the current iBoss solution:

- Offers more granular control, such as blocking individual web pages within a website. Currently, blocking a particular page results in blocking the entire related website.
- Ability to extend filtering on District devices even while they are not connected to the GUSD network.
- Not as resource intensive on individual computers.
- Cloud based, simplifying management and reducing hardware maintenance in GUSD's Data Center.

Cisco's Advanced Malware Protection (AMP) offers the following benefits beyond the current Kaspersky solution:

- Administration and deployment is quick and easy.

- Direct integration with current existing Cisco infrastructure can immediately quarantine infected devices and prevent access to the network.
- Better visibility of infected devices which can lead to faster and easier remediation of attack.
- Cloud based, simplifying management and reducing hardware maintenance in GUSD's Data Center.

Both Cisco Umbrella and Cisco AMP are scalable to meet the growth anticipated for GUSD. Bandwidth for Internet access will soon be increased from approximately 2Gbps to 6Gbps, and the quantity of devices on the GUSD network will most likely continue to grow, as more student devices are added and BYOD (Bring Your Own Device) is utilized. Both Cisco solutions are designed to accommodate this growth.

With this anticipated growth, the two Cisco subscriptions bundled together offer a cost savings over the current subscription plans. The two subscription options offered for Cisco Umbrella and Cisco AMP solutions are:

- 1-Year subscription: \$114,645.00
- 3-Year subscription: \$294,537.50

In comparison, the two subscription options for the current iBoss and Kaspersky solutions to accommodate the increased bandwidth are:

- 1-Year subscription: \$165,545.00
- 3-Year subscription: \$400,585.00

It is recommended to enter into the 3-Year subscription for Cisco Umbrella and Cisco AMP for the total amount of \$294,537.50 beginning July 1, 2018, to provide a smooth transition from the current subscriptions.

The purchase of the Cisco Umbrella and Cisco AMP subscriptions will be through the Fast Open Contracts Utilization Services (FOCUS) program and under State of California procurement guidelines (Gov. Code 25330-25338). FOCUS is a competitively bid procurement vehicle for counties, cities, schools, special districts as well as federal and state governments to use in the direct purchase of technology needs through established public entity (County) contracts.

The funding approved by the Board of Education to maintain the GUSD Data Center using Measure S funds will be used for the Cisco Umbrella and Cisco AMP subscriptions.



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Glendale Unified School District
 223 N Jackson St
 Glendale CA, 91206-4334 US
 ATTN: Frank Schlueter

Ship To

Glendale Unified School District
 333 W Magnolia Avenue
 Glendale, CA 91204-4334
 ATTN: Frank Schlueter

Quote Description

Cisco AMP and Cisco Umbrella Bundle - 3 Year Subscription

Quote #	#Q-00025842
Project #	85279
Modified	5/25/2018
Account Mgr.	Andrew Silva
AM Phone	(562) 236-5316
AM Email	asilva@ams.net
Inside Account Mgr.	John Beyer
IAM Phone	(925) 245-6136
IAM Email	jbeyer@ams.net
Quote Exp.	6/25/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Umbrella Enterprise Cloud Security Subscription					
1	AMP4E-UMB-BUN Cisco Security Protection across Cloud & Endpoint	Cisco Systems Inc.	1.00	\$0.00	\$0.00
2	UMBRELLA-ENT-SUB Umbrella Enterprise Cloud Security Subscription	Cisco Systems Inc.	1.00	\$0.00	\$0.00

Umbrella Enterprise Cloud Security Subscription 3 Year Term Paid Up Front					
Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
3	UMB-SUPT-B Umbrella Support - Basic	Cisco Systems Inc.	1.00	\$0.00	\$0.00
4	UMB-INSIGHTS-K9 Umbrella Insights	Cisco Systems Inc.	1625.00	\$40.90	\$66,462.50
5	FP-AMP-LIC= Cisco Advanced Malware Protection Service License	Cisco Systems Inc.	7500.00	\$0.00	\$0.00
6	FP-AMP-3Y-S5 Cisco Advanced Malware Protection 3YR, 5K-9999 Nodes	Cisco Systems Inc.	7500.00	\$30.41	\$228,075.00

Shipping					
Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
7	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Order Summary

Subtotal	\$294,537.50
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$294,537.50

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Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



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502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Please fax signed Quotation or Purchase Order to your
AMS.NET account manager or to 925.245.6150. Full terms and
conditions can be viewed on our website at
www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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. 28, May 15, 2018
- b) Regular Meeting No. 29, May 22, 2018

GLENDALE UNIFIED SCHOOL DISTRICT
223 N. Jackson Street
Glendale, California 91206-4380

BOARD OF EDUCATION MEETING NO. 28
UNADOPTED MINUTES
REGULAR MEETING, May 15, 2018

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Gregory S. Krikorian, president of the Board of Education, at 4:30 p.m. on Tuesday, May 15, 2018, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Jennifer Freeman, Dr. Armina Gharpetian, Nayiri Nahabedian, Shant Sahakian, and Greg Krikorian.

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

Claire Choi, seventh grader from Toll Middle School, led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Mr. Krikorian 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 Dr. Gharpetian and seconded by Ms. Nahabedian to approve the agenda, as presented. AYES—Freeman, Gharpetian, Nahabedian, Sahakian, and Krikorian. (Note: This motion was changed after the Board returned from Closed Session).

PUBLIC COMMUNICATIONS

1. Jane O'Neill spoke about the California Schools and Local Communities Funding Act. She is collecting signatures to raise awareness about this bill. This bill will restore \$11 billion annually to schools, community colleges, health clinics, and other local services by closing a 40-year old corporate tax loophole. She has been collecting signatures at Fremont Elementary. About 200 organizations are behind it. She has not seen any meaningful opposition to this measure. Further information on the initiative can be found at schoolsandcommunitiesfirst.org.

PUBLIC COMMUNICATIONS (Continued)

2. Emmy Lou Thomas Smith, Franklin German FLAG parent, spoke about split classes. Her biggest concern is that one teacher has to face 35 students in one class to teach English and German at the same time. She is requesting assistants or interns to support the German program. It makes her sad that she may have to take her children out of this program, as she would like her children to continue at Franklin.
3. Anja Schaefer said she is thrilled to get her children into Franklin. She spoke in opposition to the split classes in the German Immersion program. For three years out of seven, her children are going to be in split classes. She finds this unacceptable. The immersion program is popular with a long kindergarten wait list. Parents raise enormous amounts of money to bring interns from abroad; however, due to cuts, they could only bring 10 interns instead of 14 this year. They are hoping for some district funding and to have one teacher per grade level. She realizes it is difficult to get more students in the upper grades since they need to be fluent already, but her students deserve the best education. She hopes the district can find funding for teaching assistants.
4. Karla Miller has two children in the German FLAG program at Franklin. They value this unique program. The immersion languages offered distinguishes GUSD from other schools. She has not seen another school like this. She is investing her children to GUSD, and she expects that the district fully fund teachers for every class in every level. The success of this program hinges on this commitment. Each year, 10-15 families open their home to host the international interns from abroad. She asked that Glendale commit to these kids and not allow for split grades in the German program.
5. Denise Meyer has an 11-year old in the Franklin German program. This program is like a crown jewel in the Jewel City and sets Glendale apart. Her son is in a split class this year. The educational demands on the teacher and students require more support for them. They are looking forward to continuing with the program at Roosevelt and CV High. They are fundraising for a part-time assistant for next year; however, it is sort of a Band-Aid, not a long-term fix. They would like support from the district.
6. Elizabeth Vitanza, spoke about the Franklin German dual immersion program. She provided a handout to the Board with some background on the German program. Regardless of whether they can fundraise, the issue is long term. Split classes are not the way to teach 4-5 graders and 5-6 graders in a dual immersion program. She is asking the district to find funding in the long term to be able to fully staff the FLAG program and in the short-term, to find funding for a modest allowance for a teacher aide. It would be a goodwill gesture to show that the district is with them. It is imperative that the district work with the parents to find a long-term solution. Franklin might have to look different, if they have to fully staff all grade levels. Parents can accept that, if they have a seat at the table. She will be looking for other alternatives if her child continues in split classes and is struggling.

PUBLIC COMMUNICATIONS (Continued)

7. John Ballon said he moved to Glendale to attend the Franklin German Dual Immersion program. There was a movement to abolish the program five years ago, which led to his concerns that the district is not committed to them. If we can telegraph the district’s intention to invest in the program with fully-staffed classes, people will stay. The waiting list shows the interest in this program. Glendale is becoming a destination city because of the schools. This program is pulling people in, but they are getting signals that are pushing them away to go to private school. If they see that we have pathways to bilingual proficiency and if we invest in having fully staffed classes through the sixth grade, then people will come and stay.
8. Julian Ballon, student in the Franklin German program, said he wants more interns in the classes.
9. Najida Shehadeh, Franklin parent, commutes from Marina Del Rey because of the German Dual Immersion program. She believes it is unrealistic to put a teacher in one classroom with two different grades. The requirements of learning two languages are very demanding. When she first visited the school, 5th and 6th grades were impacted, but now its 4th, 5th, and 6th. Long-term funding is important; however, her son is affected now so she is looking for a full-time teacher this year, not next year. This is a unique program. She added, “you show your dedication when you put funding behind it.”

PRESENTATION

1. 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 \$270,000,000 aggregate principal amount of the District’s general obligation bonds. Staff presented a summary of the completed Measure S Projects, as well as projects in progress, and future projects.

ACKNOWLEDGEMENTS AND RECOGNITIONS

1. **2018 Los Angeles County Math Field Day** – The Board of Education recognized the following students who represented the District on April 28, 2018 at the 2018 Los Angeles County Math Field Day. Students worked in teams of four to solve problems in Problem Solving, Conceptual Understanding, and in Computational and Procedural skills.

<u>4th Grade Team</u> Sam Cooper – Fremont Elementary Daniel Eitan – R.D. White Elementary Amy Harkins – Franklin Elementary Daniel Kahdian–Monte Vista Elementary	<u>5th Grade Team</u> Maximiliano Chang-Amayo-Mann Elementary Justin Kim – Keppel Elementary Alex Meng – Monte Vista Elementary Aidan Wei – Mountain Avenue Elementary
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MINUTES: May 15, 2018 – Regular Board Meeting

<p style="text-align: center;"><u>6th Grade Team</u></p> <p>Rachel Choi – Mountain Avenue Elementary Megan Harkins – Franklin Elementary Andrew Jean – Lincoln Elementary Bryson Villago – Valley View Elementary</p>	<p style="text-align: center;"><u>7th Grade Team</u></p> <p>Lauren Chang – Wilson Middle School Nathan Kim – Rosemont Middle Claire Choi – Toll Middle Robert Logan Snider – Roosevelt Middle</p>
<p style="text-align: center;"><u>8th Grade Team</u></p> <p>Lilly Armstrong – Wilson Middle Ellena Kim – Rosemont Middle Noemi Messropian – Toll Middle Abdullah Ahmed – Roosevelt Middle</p>	<p style="text-align: center;"><u>Coaches</u></p> <p>Jennifer Junge Matthew Hamo Frank Gonzalez Kathy Nishimoto</p>

CLOSED SESSION

The Board recessed to Closed Session at 5:15 p.m. to discuss the following:

1. Instructing designated representative, Mr. Winfred Roberson, Superintendent of Schools, regarding collective bargaining matters pursuant to Government Code §54957.6.
2. Personnel matters relating to the appointment, employment or evaluation of school based and non-school based district management positions pursuant to Government Code §54957.
3. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957.
4. Conference with 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.

MINUTES: May 15, 2018 – Regular Board Meeting

REPORTING OUT OF CLOSED SESSION

None.

Ms. Nahabedian made a motion to table Information No. 5, Action No. 10, and Action No. 11 to the next board meeting, June 4. Motion seconded by Mrs. Freemon and approved unanimously by the following vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

STUDENT BOARD MEMBER REPORT

Student Board member Amira Chowdhury spoke about the activities at the school sites. Muir is hosting a talent show on May 21. Mann’s Open House is May 17. On May 18, Wilson is having its 8th grade awards night. For the past two weeks, all high schools have been focusing on AP testing. Seniors are excited about prom and grad night. In conclusion, she shared one of her favorite quotes by Maya Angelou, *“You may encounter many defeats, but you must not be defeated. In fact, it may be necessary to encounter the defeats, so you can know who you are, what you can rise from, how you can still come out of it.”* She added, for many students, this is a stressful time as they approach the end of the school year. With tests and finals, many are burned out. She reminded everyone there is growth every time we are faced with defeat, and to stay strong.

PUBLIC COMMUNICATION

1. Araz Marachelian, parent of a Rosemont Middle school student who loves math, spoke in support of the HMH textbook. We need to teach kids concept first in a coherent fashion. She represents a group of parents who believe CPM is not the answer. Parents are concerned that they cannot stay involved in their child’s education using the CPM textbook; but can using the HMH textbook. The HMH textbook is also much more in line in what they will see in college. CPM is difficult to teach consistently and the kids do not like it. They are frustrated, bored, or struggling. She knows there are teachers who believe that CPM can work, but we need the majority to be able to adopt a huge curriculum change. Our kids are worth the dollar investment as their future is important.
2. Mr. Bill LeClear, math teacher at Hoover High, spoke in support of the HMH textbook adoption. He is frustrated that on May 15 this item is still an open issue and that we have not yet reached resolution. In the Board minutes of April 17, it said Teaching and Learning plans to bring a recommendation to the Board on May 1. On May 1, staff recommended the Board adopt HMH for Integrated Mathematics I-III supplemented by additional resources from CPM. HMH, contrary to what is communicated, is most aligned with the common core standards and mathematical practices. They very much embrace the online component from it, including the performance tests that align with CAASPP. With HMH, it is much easier for parents to be involved, a key component of the learning process, and the pacing of HMH makes more sense from a scaffolding prospective than those topics that seem to wander in with CPM.

PUBLIC COMMUNICATIONS (Continued)

3. Jaleen Lunt, parent, asked that we respect the results of the surveys. When added together, we need to approve HMH. All the pilot teachers voted, but one vote matters. If the district does not follow the recommendation, she feels that all those who voted for HMH will feel their opinions were ignored. On May 1, HMH was the curriculum recommended for approval. She is wondering what happened between May 1 and tonight as the math textbook adoption is still being considered. She does not think that the CPM teaching philosophy is good for students nor is it good for parents to follow. She urges the Board to accept the results of the surveys and listen to their voices so they do not feel angry or ignored. She said, “If you are not listening to the teachers and parents who are in the front line of the team, it will not be a successful team.”

3. Lisa Marriott, parent, saw her son struggle in the pilot math program. In the fall, her son was floundering in the CPM pilot. It was not until she overheard members of the water-polo team, whom she was driving in her vehicle, talking about how they all hate CPM that got her attention. She realized then, it was not just her son, but also a system that is flawed. The group learning did not serve these kids well. When they changed to HMH in November, her son was able to understand the math concepts better through the teacher, the expert. She is upset that learning has been lost for her son this year. She is worried that her son is not going to be where he needs to be unless we use the teachers to guide them through the curriculum. Her son needs an expert, not the group learning offered by CPM.

4. Allen Freemon, teacher at CVHS, said it was a positive experience piloting through the CPM and HMH math textbooks. It challenged him as a teacher. He gave his heart and soul to both books. In a nutshell, teachers at CVHS, 18-0, supports HMH. At Hoover, it was 8-1. Overwhelmingly, at two major high schools, HMH is the one selected. There were some special bonuses of CPM as well as some downfalls. What was not recognized is that the HMH book is sort of a hybrid. They can do collaborate learning with HMH. He can also do direct instruction and use the online tools and videos. The differentiation is needed and valuable. The strong majority of high school teachers, parents, and the majority of CV students also appreciate HMH.

5. Owen Keenan, CV teacher, did not pilot either book. He is here as a parent. He has two daughters who attend Burroughs High school in Burbank. Three years ago, John Burroughs High adopted CPM. Up until 8th grade, both were strong math students. Now, neither is close to taking calculus in high school. His 14-year old is taking CPM this year and is struggling. She will probably need to repeat geometry. She goes to her teacher for help and the teacher says you need to get the answer from the group. If there are no points involved for them, they may not help her.

PUBLIC COMMUNICATIONS (Continued)

6. Amy Besoli, CVHS teacher, thanked the Board and superintendent for the teacher appreciation gift. On the card, it said “caring, trust, and inquiry.” They have been inspired by these words for the last few years. Concerning the textbook adoption, the process has recently taken a turn. Caring—It is important to care that 73% of the parents surveyed preferred HMH. They care about improving test scores, and the success of their students. Trust—It is important to trust the opinions of the experts in math, the math teachers who are in the classroom every day. A surprised switch in the recommendation has compromised the trust. We all need to be able to trust the process. Inquiry—She appreciates this process for the most part. The big question is which curriculum works best for our students. She hopes that the Board considers HMH as to them it seems like a productive way to move students forward through math in GUSD.
7. Harry Leon, president of CV Town Council, thanked the Board for coming to their 7th annual prayer breakfast. He invited the Board members to their June 7 general meeting. They will be presenting eight scholarships to La Crescenta seniors.
8. Josh Kirkwood, Glendale High cinema teacher, and his students spoke about their film project, which will be shown at the upcoming film festival. The festival is this Sunday, May 20, at GHS. His students shared some personal reflections in producing the film. The program offered something very valuable for each student, including internships, enhancing communication skills and teamwork. The students were all grateful to Mr. Kirkwood for teaching these skills and introducing them to cinema production.
9. Naira Soghatyan, resident, said her property would be adversely affected by the property exchange. She is concerned about the lack of parking. The height of the project will deprive them of the natural daylight. The extra density of population will affect air quality. The developer is not doing any favors by doing a park. The fact the developer is leaving the 9-unit apartment undisturbed for now should not be viewed as a favor either. Glendale is revising the process of affordable housing. Each unit of the developer’s building will rent for over \$2600 for a single room. She would urge the Board to examine the exchange plan, which will be detrimental to the community and beneficial to the developer.

INFORMATION

1. Acknowledgements of Service
2. Board of Education Priorities for 2018-2019
3. GUSD Budget and Solvency Plan Update
4. Project Update by Carmel Partners Realty Investors, LLC
5. ~~Discussion Regarding the Future Use of Lots 5 and 7 (Related to the Proposed Property Exchange)~~ This item was tabled to the June 4 meeting and not discussed at this time.

MINUTES: May 15, 2018 – Regular Board Meeting

INFORMATION (Continued)

6. Secondary Mathematics textbook Adoption for Integrated Math I – III
7. Proposed Memorandum of Understanding with Glendale Police Department for Camera Access
8. 2018 Seamless Summer Feeding Option Program
9. Commencement and Promotion Exercises for 2018
10. Agreement with California School Employees Association Dated March 29, 2018
11. Agreement with Glendale Schools Management Association Dated April 18, 2018
12. Proposed New or Revised Board Policies Relating to Instruction and Business & Noninstructional Operations
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
14. Proposed Basic and Supplementary Textbooks for Use in Elementary, Middle and High Schools in the Areas of Career Technical Education and Foreign Language

The above reports were presented for information and discussion only; no action was taken.

ACTION REPORTS

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

It was moved by Ms. Nahabedian 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. Approval of Agreement with Glendale Schools Management Association Dated April 18, 2018

It was moved by Mrs. Freemon and seconded by Mr. Sahakian to approve Action Report No. 2 as recommended. Motion approved by the following vote: AYES— Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

3. Approval of Transitional Kindergarten Curriculum Materials Adoption

It was moved by Dr. Gharpetian and seconded by Ms. Nahabedian to approve Action Report No. 3, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

ACTION REPORTS (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

It was moved by Mrs. Freemon and seconded by Dr. Gharpetian to approve Action Report No. 4, as recommended. Motion approved by the following roll-call vote: AYES—AYES— Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

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

It was moved by Ms. Nahabedian and seconded by Mr. Sahakian to approve Action Report No. 5, as recommended. Motion approved by the following roll-call vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

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

It was moved by Dr. Gharpetian 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. Award of RFP PA No. 1 for Copier/MFD Hardware and Services

It was moved by Mr. Sahakian and seconded by Ms. Nahabedian to approve Action Report No. 7, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian, and Sahakian. NAY—Krikorian. 4-1.

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

It was moved by Dr. Gharpetian and seconded by Mrs. Freemon to approve Action Report No. 8, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian, and Sahakian. NAY—Krikorian. 4-1

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

It was moved by Ms. Nahabedian and seconded Mr. Sahakian to approve Action Report No. 9, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian and Sahakian. NAY—Krikorian. 4-1

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

This item was pulled from the agenda and not voted on.

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

This item was pulled from the agenda and not voted on.

MINUTES: May 15, 2018 – Regular Board Meeting

ACTION REPORTS (Continued)

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

It was moved by Ms. Nahabedian and seconded Mrs. Freemon to approve Action Report No. 12, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

CONSENT CALENDAR

1. Minutes
 - a) Regular Meeting No. 27, May 1, 2018
2. Certificated Personnel Report No. 18
3. Classified Personnel Report No. 17
4. Warrants totaling \$23,832,804.09 for April 1, 2018 through May 10, 2018
5. 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
7. Approval of Extension of Contract for Semi-Annual Fire Sprinkler Inspections
8. Acceptance of Career Technical Education Incentive Grant – Round 3
9. Approval of Services Agreement between Parker-Anderson Enrichment Program and Glendale Unified School District
10. Acceptance of DonorsChoose Awards
11. Approval of Revisions to Board Policy Relating to Community Relations
12. Acceptance of Gifts

It was moved by Mrs. Freemon and seconded by Mr. Sahakian to approve the Consent Calendar, as presented. Motion approved unanimously. AYES—Freemon, Gharpetian, Nahabedian, Sahakian, and Krikorian.

REPORTS FROM THE BOARD

Dr. Gharpetian attended the Glendale Police Awards luncheon. She gave a shout out to SRO Michelle Gonzales who was named Officer of the Year. Officer Gonzales is very involved with our TAPP program. Her family participated in the Verdugo Woodlands' 71st Annual Fathers' Follies. They had its 71st annual show. She enjoyed the CV Prayer Breakfast with guest speaker Supervisor Barger. She knows we have a difficult decision ahead concerning the textbook adoption. This is

REPORTS FROM THE BOARD (Continued)

a true democracy. Each of them brings valuable input to the Board. She appreciates the transparent dialog.

Ms. Nahabedian said the textbook adoption is a good example of having smart, talented people disagree with one another, which makes it very difficult. Her prospective is that through dialog and through being open and honest, we could come to a very good decision. She congratulated Hagop Eulmessekian's son, Shant, and Lilit Bazikyan for receiving the Youth Activist Award by the ANC. We have a sister school in Armenian, it might be a good time to renew our relationship with our sister school and with the new Minister of Diaspora and the Minister of Education. She welcomes donations for students in Armenia, as she will be visiting soon. Assembly member Laura Friedman is interested in seeing what the gaps are in what we are teaching about relationships. There is a strong movement that healthy relationship is important. She is curious to know what we need as a district.

Mrs. Freemon enjoyed celebrating Teachers Appreciation Week. She enjoyed being Dr. Gharpetian's guest at the Scouting breakfast and enjoyed hearing Supervisor Barger speak at the CV Prayer breakfast. As messy as this math adoption feels, we are a group of highly committed and highly focused people. As we move forward with the textbook adoption, those discussions will make the entire process better. Our students are going to benefit from all of this. Also mentioned tonight was that we do have the Italian 5-6 course outline. As we have students that take classes and online courses during the summer, she asked what can we do to ensure quality control of online classes?

Mr. Sahakian also congratulated SRO Michelle Gonzales for being honored as Officer of the Year. When you sit through the entire board meeting, you realize the wide array of issues we are dealing with at any given time. He thanked staff for answering tough questions. He thanked GTA President Taline Arsenian for what she does every day in her role and staying the entire time at board meetings.

Mr. Krikorian gave a shout out to Taline Arsenian as well for all she has done for the teachers. In regard to sister schools, in 2005 he said they had a fundraiser for two schools in Ghapan, Armenia. Occasionally, the Armenian Clubs send supplies to Armenia. He will be meeting with the clubs this week and will ask for donations. He reminded everyone the statewide primary election is Tuesday, June 5. This weekend he will be at the CSBA delegate assembly meeting in Sacramento. He announced two students were selected to receive the John Krikorian Journalism scholarship award, which was established in his memory. One student is from CV High and the other from Burbank High.

REPORT FROM THE SUPERINTENDENT

Mr. Roberson thanked the Board for approving the employees' agreements. He visited Valley View Elementary to observe Restorative Practices. We will continue to expand on it. We have 50 students enrolled in the Scholarshare program. At our next Board meeting, we will be recognizing our classified employees for their years of service.

MINUTES: May 15, 2018 – Regular Board Meeting

ADJOURNMENT

There being no further business, President Krikorian adjourned the meeting at 10:40 p.m.

Gregory S. Krikorian
President, Board of Education

Dr. Armina Gharpetian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, May 15, 2018

Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent

Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT
223 N. Jackson Street
Glendale, California 91206-4380

BOARD OF EDUCATION MEETING NO. 29
UNADOPTED MINUTES
REGULAR MEETING, May 22, 2018

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Greg Krikorian, president of the Board of Education, at 4:35 p.m. on Tuesday, May 22, 2018, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California, with the following members present for roll call: Jennifer Freemon, Dr. Armina Gharpetian, Nayiri Nahabedian, Shant Sahakian, and Greg Krikorian.

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

Stacy Toy, president of the California School Employees Association Glendale Chapter #3, led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Mr. Krikorian 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 Dr. Gharpetian and seconded by Mr. Sahakian to approve the agenda, as presented. Motion approved by unanimous vote: AYES—Freemon, Gharpetian, Nahabedian, Sahakian and Krikorian.

PRESENTATIONS

1. Recognition of Classified Years of Service – The Board of Education and the Personnel Commission presented “Classified Recognition Awards” to classified employees who, as of April 1, 2018, have achieved an anniversary of 10, 15, 20, 25, 30 and 40 years of service with the Glendale Unified School District.
2. Recognition of Certificated and Classified Retirees – 2017-2018 School Year – The Board of Education extended its congratulations and appreciation to the employees retiring from the district in the 2017-2018 school year.

MINUTES: May 22, 2018 – Regular Board Meeting

PUBLIC COMMUNICATIONS (on Closed Session items only)

No one addressed the Board at this time.

CLOSED SESSION

The Board recessed to Closed Session at 5:22 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 discipline, dismissal and release of school-based employees pursuant to Government Code §54957.
3. 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; 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.
4. Public Employee Performance Evaluation – Government Code §54957
Title: Superintendent of Schools

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 6:41 p.m.

REPORTING OUT OF CLOSED SESSION

None.

Mr. Krikorian called for moment of silence in memory of the Santa Fe High School (Texas) victims.

ACKNOWLEDGEMENTS AND RECOGNITIONS

1. *Classified Employee Week* - Stacy Toy, president of the California School Employees Association, accepted a proclamation from the Board of Education designating the Week of May 20 as Classified Employee Week.

ACKNOWLEDGEMENTS AND RECOGNITIONS (Continued)

2. *Bob Hope Airport Authority Tower Banner* – The Burbank-Glendale-Pasadena Airport Authority once again offered students from Glendale, Burbank, and Pasadena Unified School Districts the opportunity to submit original artwork for the Tower Banner competition, with the winning entries from each school district being displayed on the building façade. The competition winner this year from Glendale Unified School District was Chaewon (Alice) Baek, eleventh grader from Crescenta Valley High School. Second place went to Jiahn Chung, eleventh grader from Crescenta Valley High School, and third place went to Su Bin Yeon, eleventh grader from Crescenta Valley High School. As an appreciation for GUSD’s participation and for supporting education programs for the arts, Ms. Rachael Warecki from the Burbank Airport Commission presented the District with \$3,000.
3. *Glendale High School Dance Team* –The Board of Education recognized the Glendale High School Dance Team, led by teacher Kelly Palmer, on all their achievements this school year.
4. *Students Win at MESA Event* – The Board of Education recognized students from Glendale High School, Roosevelt and Wilson Middle Schools for their win at the Math Engineering Science Academy (MESA) event.
5. *Schools Recognized as California Distinguished Schools* – The Board of Education recognized Mann, Monte Vista, and R.D. White Elementary Schools for being selected as a 2018 California Distinguished School.
6. *US News and World Report Ranks Four of Glendale’s High Schools* – The Board of Education recognized Crescenta Valley, Clark Magnet, Hoover, and Glendale High Schools for earning a Silver medal by the U.S. News and World Report. The U.S. News rankings include data on more than 20,500 public schools in 50 states and the District of Columbia. Schools were awarded gold, silver, or bronze medals based on their performance on state assessments and how well they prepare students for college.
7. *Clark Magnet Recognized as a California Green Ribbon School* – The Board congratulated Clark Magnet High School for being awarded a Silver status in the U.S. Department of Education Green Ribbon Schools recognition program. This program honors schools that conserve resources while promoting health and environmental literacy.
8. *Daily High School* – The Board of Education recognized Daily High School for being designated as one of 32 Model Continuation High Schools by the State Superintendent.
9. *Clark Students Earn Medals at Skills USA Competition* – The Board of Education recognized the following Clark students who earned medals at the regional and state SkillsUSA Competition. The four gold medalists at the state competition (Jasmine Mirbasoo, Gabriella Solakian, Shreeja Guntireddy, and Paniz Jazirian) will be advancing to the SkillUSA National competition in Kentucky in late June.

ACKNOWLEDGEMENTS (Continued)

<u>Category: Computer Numeric Controlled (CNC) Milling Specialist</u>	
Jamine Mirbasoo	Gold Medal & Gold at State level
Serly Tymoorian	Silver Medal
Emil Hovsepian	Bronze Medal & Silver at State level
<u>Automated Manufacturing Technology (3 person team)</u>	
Jake Goff, Gabrielle Scott, and Aidan Bradley	Gold Medal
Lerna Eiesagholian, Jiraporn Wongpheruks, and Edward Dermardirossian	Silver Medal
<u>Career Pathway Showcase – Natural Resources (3 person team)</u>	
Gabriella Solakian, Paniz Jazirian, and Shreeja Guntireddy	Silver Medal and Gold at State level
Serlie Khanababaei, Tiffany Yarian, and Tania Buikians	Bronze Medal
<u>3D Visualization & Animation (2 person team)</u>	
Marcello Vazquez and Norayer Tourosian	Gold Medal
<u>Digital Cinema Production (2 person team)</u>	
Mher Arutyunyan and Harutyun Maranjyan	Bronze

10. *11 Schools Make Campaign for Businesses and Educational Excellence STAR Honor Roll* – Glenoaks, Jefferson, Keppel, Mann, Muir, R.D. White Elementary Schools, Toll, Wilson Middle Schools, Clark Magnet, Glendale, and Hoover High Schools were recognized by the Campaign for Businesses and Educational Excellence for raising student achievement.
11. *7 Schools Make Campaign for Businesses and Educational Excellence Scholar Honor Roll* – Fremont, Monte Vista, Mountain Avenue, Valley View Elementary Schools, Rosemont Middle School, Crescenta Valley High School, and Verdugo Academy were recognized as Scholar Schools for their high performance by the Campaign for Businesses and Educational Excellence.
12. *District Makes the Campaign for Businesses and Educational Excellence Honor Roll* – Glendale Unified School District was one of 24 Districts to be honored by the Campaign for Businesses and Educational Excellence for getting our students to grade level and beyond.

PUBLIC COMMUNICATIONS

No one addressed the Board at this time.

MINUTES: May 22, 2018 – Regular Board Meeting

CLOSED SESSION

The Board returned to Closed Session at 7:45 p.m. to continue discussion on closed session items listed on the agenda.

RETURN TO REGULAR MEETING

The Board returned to open session at 8:56 p.m.

ADJOURNMENT

There being no further business, Mr. Krikorian adjourned the meeting at 8:56 p.m.

Gregory S. Krikorian
President, Board of Education

Dr. Armina Gharpetian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, May 22, 2018
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CERTIFICATED PERSONNEL REPORT NO. 19

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. 19

It is recommended that the following report be approved as presented:

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Maternity Leave of Absence</u>		
1.	Braggins, Elena Teacher, RSP Special Education Roosevelt Middle School	8/02/18 through 9/14/18
2.	Guerra, Yesenia Teacher, Early Education Lincoln Elementary EEELP	8/20/18 through 11/03/18
3.	Mathias, Kimberly Teacher, Regular English Crescenta Valley High School	8/27/18 through 10/25/18
4.	Mikaelian, Armineh Teacher, Regular Math Clark Magnet High School	10/29/18 through 12/24/18
5.	Reyes, Cara Leigh Teacher, SAI Core Special Education Muir Elementary	5/11/18 through 7/25/18

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Maternity Leave of Absence</u>			
1.	Wick, Jennifer	Teacher, Special Education Marshall Elementary	3/26/18 through 5/31/18
<u>Parental Leave of Absence</u>			
1.	Braggins, Elena	Teacher, RSP Special Education Roosevelt Middle School	9/17/18 through 12/17/18
2.	Guerra, Yesenia	Teacher, Early Education Lincoln Elementary EEELP	11/04/18 through 2/21/19
<u>Health Leave of Absence</u>			
1.	Chobanyan, Hasmik	Teacher, Regular 3 rd Grade Jefferson Elementary	5/11/18 through 6/10/18
2.	Conrad, Sarah	Language, Speech & Hearing Specialist Special Education	3/06/18 through 6/16/18
3.	Gregory, Carol	Program Supervisor Early Education & Extended Learning Programs.	4/30/18 through 5/25/18
4.	Lewis, Andrea	Teacher, Regular Physical Education Glendale High School	5/08/18 through 5/29/18
5.	Vences, Myrna	Psychologist Special Education	3/02/18 through 6/30/18
<u>Change of Health Leave of Absence</u>			
1.	Grafius, Jennifer	Teacher, Early Education Temp Contract EEELP	4/02/18 through 5/20/18

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Health Leave of Absence</u>		
1.	Chaldaris, Tanya Teacher, Regular 5 th Grade Muir Elementary	3/29/18 through 6/07/18
<u>Family & Medical Leave of Absence</u>		
1.	Braggins, Elena Teacher, RSP Special Education Roosevelt Middle School	8/02/18 through 11/13/18
2.	Chobanyan, Hasmik Teacher, Regular 3 rd Grade Jefferson Elementary	5/11/18 through 6/10/18
3.	Conrad, Sarah Language, Speech & Hearing Specialist Special Education	3/06/18 through 6/06/18
4.	Gregory, Carol Program Supervisor Early Education & Extended Learning Programs.	4/30/18 through 5/25/18
5.	Guerra, Yesenia Teacher, Early Education Lincoln Elementary EEELP	8/20/18 through 11/13/18
6.	Lewis, Andrea Teacher, Regular Physical Education Glendale High School	5/08/18 through 5/29/18
7.	Mathias, Kimberly Teacher, Regular English Crescenta Valley High School	8/27/18 through 10/25/18
8.	Mikaelian, Armineh Teacher, Regular Math Clark Magnet High School	10/29/18 through 12/24/18

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Family & Medical Leave of Absence (Cont.)</u>			
9.	Vences, Myrna	Psychologist Special Education	3/02/18 through 6/04/18
<u>Extension of Family & Medical Leave of Absence</u>			
1.	Chaldaris, Tanya	Teacher, Regular 5 th Grade Muir Elementary	3/29/18 through 6/07/18
2.	Wick, Jennifer	Teacher, Special Education Marshall Elementary	3/26/18 through 5/31/18
<u>General Purpose Leave</u>			
1.	Saig, Sarit	Teacher Specialist Fremont Elementary	8/20/18 through 6/12/19
<u>Additional Assignment</u>			
1.	Galvez-Grado, Sylvia	Teacher Specialist, as needed, to assist in closing of the 2017- 2018 school year Cerritos Elementary	6/11/18 through 6/12/18 Daily rate of pay Not to exceed 2 days total Title I 01.0 30100.0 11100 10000 1130 2200000
2.	Tuason, Orenda	Summer School as needed, for Bio-Tech Crescenta Valley HS	6/11/18 through 7/13/18 Summer school rate of pay Unrestricted General Fund 01.0 00000.0 11303 10000 1130 0100000
3.	Valdez, Iris	Teacher, as needed, to provide an inventory update of available technology for use by students in all grade levels at Balboa Elementary School	12/01/17 through 4/30/18 \$27.00 per hour for planning Not to exceed 21 hours and \$570.00 total 01.0 00000.0 11301 10000 1130 2000000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Management Position</u>			
1.	#50879	TO: Principal, Elementary Lincoln Elementary	Effective 7/01/18 210 days
2.	#36310	TO: Principal, Elementary R.D. White Elementary	Effective 7/01/18 210 days
<u>Change of Assignment</u>			
1.	#11555	TO: Counselor Toll Middle School	Effective 8/06/18 201 days
2.	#38257	TO: Teacher, Regular Science Toll Middle School	Effective 8/20/18 186 days
<u>Election Hourly/Daily</u>			
1.	Brown, Diana Ciotti, Holly Dreyfus, Martha Myles, Robbie	Consulting teachers to revise Induction Program procedures and documents Teaching & Learning	5/01/18 through 6/30/18 Hourly rate of pay Not to exceed a total of 32 hours 01.0 62640.0 00000 21011 1130 0000618
2.	Galfayan, Gagik Manalo, Michelle Odell, Heather Yegiyants, Anna	Consulting teachers to create Induction Professional Development menu & workshops Teaching & Learning	5/01/18 through 6/30/18 Hourly rate of pay Not to exceed a total of 16 hours 01.0 62640.0 00000 21011 1130 0000618
3.	Galfayan, Gagik McTear, Brady Odell, Heather	Consulting teachers to revise Induction Program procedures and documents Teaching & Learning	5/01/18 through 6/30/18 Hourly rate of pay Not to exceed a total of 32 hours 01.0 62640.0 00000 21011 1130 0000618

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
4.	Lowe, Kristine McLeod, Amber Consulting teachers to create Induction Professional Development menu & workshops Teaching & Learning	5/01/18 through 6/30/18 Hourly rate of pay Not to exceed a total of 16 hours 01.0 62640.0 00000 21011 1130 0000618
5.	Lewis, Andrea Sinclair, Kimberly Teachers, as needed, to instruct 2 sections of Health during summer to meet the graduation requirement of incoming freshmen enrolled in Advanced Placement Human Geography Glendale High School	6/11/18 through 7/13/18 Summer School rate of pay Not to exceed \$8,600.00 Supplemental 01.0 01000.0 11100 10000 1130 0200000
6.	Extra-Curricular Assignments	Spring Semester 2017-18

GLENDALE HIGH SCHOOL

Bailey, Robert	Track (Head) – Boys Track (Head) – Girls
Chan, Kevin	Baseball (Head) – Boys
Cheng, Yu Hung	Volleyball (Head) – Boys Volleyball (JV/Asst.) – Boys
Driffill, Carol	Swim (Asst.) – Boys Swim (Head) – Girls
Eberhart, Alan	Athletic Coordinator – Girls
Fulgham, Connor	Tennis (Head) – Boys
Funaro, Christopher	Softball (Head) – Girls
Lancaster, Patrick	Athletic Coordinator – Boys
Martinez, Hector	Softball (JV/Asst.) – Girls
Mohr, Anthony	Golf – Boys
Pollok, Chester	Track (Asst.) – Girls
Thompson, Marvin	Track (Asst.) – Boys
Vardanian, Narek	Swim (Head) – Boys Swim (Asst.) – Boys
Vargas, Jonathan	Swim (Asst.) – Girls

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
7.	Extra-Curricular Assignments	Second Semester 2017-18

COLUMBUS ELEMENTARY SCHOOL

Micev, Mary	GATE/Spelling Bee Math Field Day
Sasse, Collin	GATE/Spelling Bee Math Field Day

DUNSMORE ELEMENTARY

Cassley, Lori	Math Field Day
Wedemeyer, Carrie	Math Field Day

EDISON ELEMENTARY

Chaney, Sandra	Inventors Club
Gureghian, Sarine	Spelling Bee
Hagopian, Ashken	Math Club

FREMONT ELEMENTARY

Bogle, Amanda	Math Field Day Coach
Morgan, Jessica	Math Field Day Coach

LA CRESCENTA ELEMENTARY

Lapostol, Diane	Spelling Bee
Quinonez, Yvonne	Math Club
Sullivan, Marcia	Coding class
Zohrehvand, Lisa	Math Club

LINCOLN ELEMENTARY

Black, Tracey	Academic Coaching
Cady, Yelena	Math Field Day
Gilbaugh, Karen	Academic Coaching

Position

Election Hourly/Daily (Cont.)

MARK KEPPEL VAPA MAGNET & FLAG

Lee, Su Youn

MANN ELEMENTARY

Beshlian, Alice Math Club Coaching
Nazarian, Tania Academic Coaching

MARSHALL ELEMENTARY

Agazarian, Marine Spelling Bee
Hambarsumian, Melineh Math Field Day
Makhmuryan, Anahit Math Field Day

MONTE VISTA ELEMENTARY

Weingarten, Jon GATE

MUIR ELEMENTARY

Gentile, Amy Math Field Day
Petrossians, Arthur Robotics
Petrossians, Taleen Robotics

VERDUGO WOODLANDS ELEMENTARY

Ouweleen, Mark Math Field Day

R.D. WHITE ELEMENTARY

Ambartsumyan, Narine Math Field Day

THOMAS JEFFERSON ELEMENTARY

Galfayan, Gagik Spelling Bee
 Math Field Day
Vakian, Mike Spelling Bee
 Math Field Day

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
<u>VALLEY VIEW ELEMENTARY</u>			
	McCreary, Scott	Spelling Bee	
8.	Henriquez, Bryan Sepulveda, Martha	Teachers, as needed, to supervise students at the Adelante Young Men Conference at Pasadena City College. Educational Services Secondary	10/21/17 \$30.00 per hour Not to exceed 9 hours each Educational Services Secondary 01.0 00000 11303 1000 1130 0005616
9.	Arellano, Guadalupe Rezayat, Camellia	Visual Impairment Specialist, as needed, for Visual Impairment Program. SELPA	6/08/18 through 8/17/18 Hourly rate of pay Not to exceed 100 hours each SELPA Visual Impairment Program 01.0 650010 57504 11300 1130 0000668
10.	Arellano, Guadalupe Rezayat, Camellia	Visual Impairment Specialists, as needed, for Visual Impairment Program. Foothill SELPA.	6/08/18 through 8/17/18 Hourly rate of pay Not to exceed 100 hours each SELPA Visual Impairment Program 01.0 650010 57504 11300 1130 0000668
11.	Bergman, Anya McTear, Brady Rios, Wendy Tiscareno, Araceli	Teachers from Edison Elementary PBIS team to complete PBIS planning and preparation for the 18-19 school year Teaching & Learning	6/08/18 \$27.00 per hour Not to exceed 8 hours each 01.0 07405.0 11100 21010 1130 0000618

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
12.	Goodman, Kimberly Hartel Ventura, Antonella Hewitt, Gloria Mazza, Cristina Prado, Iracema Quinn, Tanja Shakra, Nadia Velasquez, Arturo	Teachers, as needed, to work on the Italian, German, French and Spanish curriculum at Franklin Elementary School	7/02/18 through 8/17/18 Daily substitute rate of pay Not to exceed 1 day each FLAG Support Program 01.0 000000.0 00000 21004 1130 0008682
13.	Baik, Alisa	Teacher, as needed, for after-school enrichment classes at Mountain Avenue	1/08/18 through 6/06/18 \$30.00 per hour for teaching \$27.00 per hour for preparation Not to exceed 400.00 01.0 95100.0 11100 10000 1130 3900000
14.	Celic, Laura	Language, Speech & Hearing Specialist, as needed, to provide support for Early Start students. Foothill SELPA	6/08/18 through 8/17/18 Daily rate of pay Not to exceed 22 days SELPA Early Start Program 01.0 33853.0 57700 11100 1130 0000668
15.	Davis, Christopher	Extra-Curricular Assignments, Official National Board Certification	2017-2018 School Year First & Second Semester
16.	Hilario, Monica	Teacher Specialist, as needed, to work on end of the 2017-2018 school year and start of 2018 - 2019 year projects and other duties at R.D. White Elementary School.	6/11/18 through 6/15/18 Daily rate of pay Not to exceed 3 days total Title I 01.0 30100.0 11100 10000 1130 4300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
17.	Hill, Marilyn Language, Speech & Hearing Specialist, as needed, to provide support for DHH students. Foothill SELPA	6/08/18 through 7/13/18 Hourly rate of pay SELPA DIS Program 01.0 65001.0 57507 11300 1130 0000668 Not to exceed 45 hours SELPA TALK Program 01.0 65001.0 57302 11100 1130 0000668 Not to exceed 85 hours
18.	Jacobson, Nancy Teacher, as needed, to provide support for DHH students. Foothill SELPA	6/08/18 through 8/17/18 Hourly rate of pay Not to exceed 100 hours SELPA DIS Program 01.0 65001.0 57507 11300 1130 0000668
19.	Kamiya, Randall Teacher, as needed, to provide enrichment for STEM at Roosevelt Middle School.	6/11/18 through 6/29/18 \$30.00 per hour Not to exceed \$900.00 total Supplemental Program 01.0 01000.0 11100 10000 1130 0500000
20.	Learmonth, Nancy Orientation & Mobility Specialist, as needed, for Visual Impairment Program. Foothill SELPA	6/08/18 through 8/17/18 Hourly rate of pay Not to exceed 140 hours SELPA Visual Impairment Program 01.0 650010 57504 11300 1130 0000668
21.	Myles, Robbie Consulting teacher to provide Induction Program support outside of their work day Teaching & Learning	4/01/18 through 6/30/18 \$27.00 per hour Not to exceed 20 hours 01.0 62640.0 00000 21011 1130 0000618

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
22.	Odell, Heather Consulting teacher to provide Induction Program support outside of their work day Teaching & Learning	4/01/18 through 6/30/18 \$27.00 per hour Not to exceed 20 hours 01.0 62640.0 00000 21011 1130 0000618
23.	O'Rourke, Kathy Teacher, as needed, to provide consultation services to private school students Foothill SELPA	6/08/18 through 8/17/18 Daily rate of pay Not to exceed 15 days SELPA Private School Program 01.0 33110 57700 11100 1130 0000668
24.	Otten, Caitlin M. Home/Hospital teacher, as needed, for Special Education students Special Education	5/01/18 through 6/06/18 \$30.00 per hour Home/Hospital Instruction 01.0 00000.0 19006 10000 1130 0000600
25.	Sackett, Beatriz Language, Speech & Hearing Specialist as needed to provide support for DHH students. Foothill SELPA	6/08/18 through 8/17/18 Hourly rate of pay Not to exceed 90 hours SELPA DIS Program 01.0 65001.0 57507 11300 1130 0000668
26.	Walgenbach, Aaron Consulting teacher to revise Induction Program procedures and documents Teaching & Learning	5/01/18 through 6/30/18 Hourly rate of pay No to exceed a total of 32 hours 01.0 62640.0 00000 21011 1130 0000618

Additional Compensation

1.	Cicarelli, Julie Forbes, Derrick Sandoval, Luis Sondergaard, Roger	Elementary P.E. teachers to clean up P.E. bins at elementary school sites. Educational Services.	6/08/18 through 8/17/18 Daily substitute rate of pay Not to exceed 2 days 01.0 00000.0 11301 10000 1130 0005616
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation (Cont.)</u>		
2.	Lacrosse coaches, as needed, to coach after school sports program Glendale High School	1/01/18 through 6/06/18 01.0 00000.0 11303 10000 1170 0005616
	Campbell, Joseph	Not to exceed \$4,096.00
	Foster, Dennis	Not to exceed \$3,463.00
	Saabedra, Janeth	Not to exceed \$3,463.00
3.	Blackwood, Vanessa Choi, Joyce Gill, Kiran Kasmanian, Janna Lyons, Amanda Marshall, Shannon McMillin, Krista Sano, Dorothy Seiler, David	Teachers and Teacher Specialists to participate in secondary PLC training. Secondary Education.
		Effective 6/08/18 Daily substitute rate of pay Not to exceed 1 day 01.0 62640.0 00000 21011 1160 0000618
4.	Buckhoff, Suzanne Joy Chung, Joanne Y. Nelson, Diana Wilson, Roxana Wolfe, Tanya M.	Teachers to participate in Grade-Level Growth Sessions and Collaboration Teams to support implementation of the California State Standards Educational Services
		1/01/18 through 6/30/18 Hourly rate of pay Not to exceed 6 hours for each participant. 01.0 62640 00000 21000 1130 0000618

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation (Cont.)</u>		
5.	Boggs, Arusiag Bogle, Amanda Carl, Ramona Corluyan, Nooneh Gonzalez, Kathryn Holden, Christine Lau, Caroline Maynes, Carrie Morgan, Jessica Nazarian, Tania Roberts, Stella Schilling, Leslie Taylor, Traci Weller, Emily West, Jennifer	Teachers and Teacher Specialists to participate in elementary PLC training. Educational Services/ Teaching & Learning
		6/08/18 Daily substitute rate of pay (\$165.00) Not to exceed one day 01.0 62640.0 00000 21011 1160 0000618

Transportation Authorization

1.	Otten, Caitlin M.	Home/Hospital teacher, as needed, for Special Education students.	5/01/18 through 6/06/18 54.50 cents per mile Mileage Reimbursement Special Education – Home Hospital Instruction 01.0 00000.0 19006 10000 5210 0000600
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 16, April 17, 2018	
	<u>Page 4, Item 1</u>	
	Baldwin, Amanda Minassian, Zovig Turner, Katherine	Teachers, as needed, to participate in Grade Level Growth Sessions and Collaboration Teams to support implementation of the California State Standards Educational Services
		1/01/18 through 6/30/18 Hourly rate of pay Not to exceed 12 hours for each participant 01.0 62640 00000 21011 1130 0000618
	Change the dates to read:	8/16/18 through 6/30/18
<u>Personal Services Agreement</u>		
1.	Bennett, Gloria	Consultant, as needed, to provide instruction to 4 th graders for musical production La Crescenta Elementary
		2/08/18 through 3/12/18 Not to exceed \$1,125.00 01.0 94302.2 11100 10000 5811 3200000 01.0 95100.0 11100 10000 5811 3200000
2.	Freeman, Dr. Betty Jo	Consultant, as needed, to provide Psycho-Educational evaluation and IEP services to Special Education students. Special Education
		4/26/18 through 6/30/18 \$4,500.00 per each assessment. Not to exceed \$7,000.00 Special Education 01.0 65120.0 50011 21000 5811 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement (Cont.)</u>		
3.	Interiano, Ludwin Consultant, as needed, to provide educational audiological services with District equipment and materials, consultation on classroom equipment attend IEP meetings and conduct audiological in-service for teachers. Special Education.	5/08/18 through 6/30/18 \$150.00 per hour Not to exceed \$5,000.00 Special Education 01.0 65000.0 50011 21000 5811 0000600
4.	Kerkyasharian, Salpi Consultant to provide Mental Health Counseling services to students district-wide and reimbursements for conferences/workshops.	7/01/18 through 12/31/18 \$60.00 per hour Not to exceed \$35,000.00 Child Welfare & Attendance 01.0 05641.0 11100 10000 5811 0000617

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 Claudia Gleason, Kindergarten Teacher and Maria Cortes, First Grade Teacher, from Incarnation Private School to attend the conference "Teaching the Whole Child", to be held at the LA County Arboretum in Arcadia, CA on May 17, 2018. Expenses to include conference registration fee, not to exceed \$100.00

Position Effective Dates
And Salary Rate

Conference/Workshop/Meeting Authorization (Cont.)

2. It is recommended that approval be given to Tadeh Mardirosian and Reiner Kolodinski to attend the “Nike Championship Basketball Clinic” to be held at the Orleans Hotel & Casino – The Orleans Arena in Las Vegas, NV from May 18, 2018 through May 20, 2018, with all necessary expenses, including food, to be paid, not to exceed \$2,728.88.

01.0 01000.00 11100 10000 5220 0200000

3. It is recommended that approval be given to Kimberly Jones, Assistant Head of School and 10th/12th grade Social Studies teacher (AP European History, AP Government and Women’s Studies), from Holy Family High School to attend the 2018 Global Forum on Girl’ Education II, to be held in Washington D.C. at the Marriott Wardman Park Hotel from 6/18 to 6/20/18. Conference registration and expenses not to exceed \$2,121.70.

Title II

01.0 40352.0 11100 10000 5220 0000673

4. It is recommended that approval be given to David Black, Dominique Evans and four students to attend the “Skills USA National Leadership and Skill Conference” to be held at Kentucky Fair and Exposition Center, Louisville Kentucky, from June 23, 2018 through June 30, 2018, with all necessary expenses, including food, to be paid, not to exceed \$8,200.00.

CTE Incentive Grant

01.63870.0 38000 10000 5220 0000684

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CLASSIFIED PERSONNEL REPORT NO. 18

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. 18

It is recommended that the following report be approved as presented:

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Intermittent Family & Medical Leave of Absence</u>		
1. <u>Administrative Secretary</u> Hardyment, Cathleen	Mountain Avenue	05/04/18 through 05/04/19
<u>Extension of Medical Leave of Absence</u>		
1. <u>Assistant Physically Handicapped</u> Chung, Yean	Roosevelt	04/04/18 through 05/13/18
2. <u>Education Assistant ASES/RAP Site Leader</u> Nersesian, Leedoosh	Fremont	04/10/18 through 05/20/18
3. <u>Groundsworker</u> Gomez, Carlos	FASO	02/13/18 through 05/27/18
<u>Extension of Family & Medical Leave of Absence</u>		
1. <u>Groundsworker</u> Gomez, Carlos	FASO	02/13/18 through 05/16/18

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election from Eligibility List</u>		
1. <u>Education Assistant I</u> Aleksanyan, Hasmik	Cerritos	04/30/18; 12/3; 3-1 12.0 61052.0 85000 10000 2110 0000671
Castellanos, Cesar	Edison	04/30/18; 9.25/3; 3-1 01.0 60100.0 11100 10000 2110 0500000
Ghoukassian, Anaees	Roosevelt	04/30/18; 9.25/3.5; 3-1 01.0 60100.0 11100 10000 2110 0500000
Moradimasahi, Tina	Valley View	04/30/18; 9.25/3; 3-1 01.0 91500.0 85000 10000 2110 0000671
Movses, Geghany	Cerritos	05/01/18; 9.25/3; 3-1 12.0 61052.0 85000 10000 2110 0000671
Movsesyan, Nataly	Cerritos	04/30/18; 12/3; 3-1 12.0 61051.0 85000 10000 2110 0000671
Shahbazian, Bernadette	La Crescenta	04/30/18; 9.25/3; 3-1 01.0 91500.0 85000 10000 2110 0000671
2. <u>Occupational Therapist</u> Warmoth, Renee	Special Education	05/22/18; 10/8; M64-1 01.0 65000.0 57708 11100 2910 0000600
3. <u>Grounds Supervisor</u> Romero, Cruz	FASO	06/11/18; 12/8; M42-1 01.0 81500.0 00000 81000 2310 0000640
<u>Termination - Probationary</u> 2018-cl-81735		05/22/18

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Account Clerk III</u> Fazah, Aline	Hoover	06/11/18 through 07/13/18 Summer School Fund 01.0 02000.0 00000 27001 2430 0006682
2. <u>Administrative Secretary</u> Avakyan, Marine	Jefferson	06/18/18 through 06/29/18 Not to exceed 10 days, or 80 hours total Supplemental 01.0 01000.0 00000 27000 2430 3000000
3. <u>Assistant Physically Handicapped</u> Avakyan, Marine	Jefferson	06/18/18 through 06/29/18 Not to exceed 10 days, or 80 hours total Supplemental 01.0 01000.0 00000 27000 2430 3000000
Minasian, Lida	Rosemont	06/04/18 Not to exceed 2 hours Special Education - IDEA 01.0 33100.0 57700 11100 2130 0000600
4. <u>Behavior Intervention Assistant</u> Alajajyan, Angela	Toll	06/04/18 Not to exceed 2 hours Special Education-S&C-BIA General Fund 01.0 04000.0 11100 10000 2130 0000600
5. <u>Clerk II</u> Davari, Ayda Perez, Beatriz	Hoover	06/11/18 through 07/13/18 Summer School Fund 01.0 02000.0 00000 27001 2430 0006682

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
6. <u>Education Assistant I</u>		
Aleksanyan, Hasmik	EEELP	04/30/18 through 06/30/18
Castellanos, Cesar		Child Development Activities
Ghoukassian, Anaees		12.0 61051.0 85000 10000 2160 0000671
Moradimasahi, Tina		Child Development Activities
Movses, Geghany		12.0 61051.0 85000 10000 2130 0000671
Movsesyan, Nataly		Self Supporting Combined
Shahbazian, Bernadette		01.0 91500.0 85000 10000 2130 0000671
Acosta, Natalia	EEELP	04/30/18 through 06/30/18
Seferyan, Lucy		Child Development Activities
		12.0 61051.0 85000 10000 2160 0000671
		Child Development Activities
		12.0 61051.0 85000 10000 2130 0000671
		Self Supporting Combined
		01.0 91500.0 85000 10000 2130 0000671
7. <u>Education Assistant II</u>		
Alparaz, Remigia	Columbus	05/01/18 through 06/06/18
Ohanian, Sosseh		Not to exceed \$500.00 total
		Supplemental
		01.0 01000.0 11100 10000 2130 2300000
Gaskin, Ramelle	Rosemont	06/04/18
		Not to exceed 2 hours
		Special Education - IDEA
		01.0 33100.0 57700 11100 2130 0000600
Karoglanian, Maretta	Toll	03/01/18 through 03/31/18
		Not to exceed 2.5 hours total
		Donations
		01.0 95100.0 00000 27000 2430 0700000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
7. <u>Education Assistant II</u> - Continued		
Karoglanian, Maretta	Toll	06/11/18 through 07/13/18 Not to exceed \$1,800.00 total Summer School Funds 01.0 02000.0 00000 27001 2430 0006682
Karoglanian, Maretta	Toll	07/01/18 through 08/10/18 Not to exceed 23.5 hours total Donations 01.0 95100.0 00000 27000 2430 0700000
Zendejas, Maria	Daily	06/11/18 through 07/13/18 Not to exceed 24 days Daily High School 01.0 00000.0 00000 27004 2430 0400000
8. <u>Health Assistant LVN/RN</u>		
Salazar, Jennifer	EEELP	04/27/18 Not to exceed 5 hours 01.0 60100.0 00000 27004 2410 0000671
Salazar, Jennifer	Edison	06/11/18 through 06/15/18 Not to exceed 40 hours 01.0 00000.0 00000 27004 2430 2500000
9. <u>Lead Case Manager</u>		
Hill, Diana	Child Welfare & Attendance	07/01/18 through 07/31/18 Not to exceed \$6,000.00 Child Welfare & Attendance 01.0 05641.0 00000 21000 2430 0000617

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Additional Assignment Temporary - At Established Rate of Pay - Continued

10. <u>Typist Clerk II</u> Keshishian, Jasmen	Glendale	07/01/18 through 06/30/19 Not to exceed \$5,000.00 total Supplemental 01.0 01000.0 00000 27000 2430 0200000
Matthewsian, Rozalin	Edison	06/11/18 through 06/29/18 Not to exceed 120 hours, total 01.0 00000.0 00000 27004 2430 2500000

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Change of Assignment

1. Provisional Assignment

a. Custodian II

Estrada, Luis

Roosevelt
 From Custodian I
 11-9

05/14/18 through 07/17/18
 8 hours a day
 16-8
 01.0 00000.0 00000 81006 2211 0500000

b. Equipment Operator

Maravilla, Jose

FASO
 From Grounds-
 Worker,
 17-9

05/24/18 through 06/08/18
 8 hours a day
 19-9
 01.0 00000.0 00000 81004 2211 0000640

c. Groundswoker

Callum, Vernon

FASO
 From Floor
 Crew, 14-9

05/24/18 through 06/08/18
 8 hours a day
 17-9
 01.0 00000.0 00000 81004 2211 0000640

d. Lead Custodian

Covarrubias, Juan

Roosevelt
 From Custodian II,
 16-8

05/14/18 through 07/17/18
 8 hours a day
 20-7
 01.0 00000.0 00000 81006 2211 0500000

e. Regional Maintenance Supervisor

Camarena, Carlos

FASO
 From HVAC
 33-9

04/04/18 through 04/10/18
 04/19/18 and 04/20/18
 8 hours a day
 M47-5
 01.0 81500.0 00000 81000 2310 0000640

Effective Dates,
Months/Hours, and
Salary Rating

Location

Revisions to Previous Board Reports

1. 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 - Continued

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:

Espinoza, Sharren

Effective Dates,
Months/Hours, and
Salary Rating

Location

Revisions to Previous Board Reports - Continued

2. Revision to Board Report #8, November 28, 2017

Page 6, Item 3

Additional Assignment Temporary - At Established Rate of Pay - Continued

Education Assistant II

Borjal, Kathryn Mann
Sandoval, Sergio
Sarreal, Omar
Zendejas, Ana

11/01/17 through 06/06/18
Not to exceed 222 hours, or
Not to exceed \$3,295.00 total
Title I Alternate Support
01.0 30100.0 11100 10000 2130 3500865

Add name to read:

Vargas, Carol

3. Revision to Board Report #2, August 15, 2017

Page 31, Item 2

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

Noon Duty Aide

Deravanesian, Caroline Muir
Keshishyan, Ayleen
Khacheryan, Lusine
Robles, Salvador
Sarkisloo, Talin
Yegikyan, Rima

08/16/17 through 06/06/18
\$10.75 per hour
Not to exceed \$27,950.00 total
General Fund
01.0 00000.0 19021 10000 2930 4000000

Add name to read:

Munoz, Sandra
Martirosyan, Khatun

Effective Dates,
Months/Hours, and
Salary Rating

Location

Revisions to Previous Board Reports - Continued

4. Revision to Board Report #1, July 18, 2017

Page 23, Item 1

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

Noon Duty Aide

Almazan, Gabriela	Edison	08/16/17 through 06/06/18
Franco, Grace		\$10.75 per hour
Leija de Navarrez, Leticia		Not to exceed \$6,000.00 total
Luna, Martha		01.0 01000.0 11100 10000 2930 2500000
Mardirosian, Verjik		
Noridzhanyan, Seda		
Shams, Simin		

Add name to read:

Aguilar, Sonya

5. Revision to Board Report #21, June 20, 2017

Page 23, Item 1

Election of Classified/Non-Classified/Hourly Substitutes through 6/30/18

Noon Duty Aide

Almazan, Gabriela	Edison	08/16/17 through 06/06/18
Franco, Grace		\$10.75 per hour
Leija de Navarrez, Leticia		01.0 00000.0 19021 10000 2930 2500000
Luna, Martha		
Mardirosian, Verjik		
Noridzhanyan, Seda		
Shams, Simin		

Add name to read:

Aguilar, Sonya

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes through 06/30/18</u>		
	Amirkhanian, Ani	05/22/18 through 06/30/18 Not to exceed 20 hours per week 01.0 00000.0 00000 71004 2430 0000664
 <u>Personal Services Agreement</u>		
1.	Miles, Cathy	Consultant, as needed to provide Counseling/ Intervention services at Montain Avenue Elementary School
		09/14/18 through 06/12/19 Not to exceed \$8,000.00 total Donation 01.0 95100.0 11100 10000 5811 3900000
2.	Mouradian, Tristan	Consultant, as needed to work in the cablecasting of the Board of Education meetings and other district projects
		07/01/18 through 06/30/19 Not to exceed \$2,500.00 total 01.0 00000.0 00000 71004 5852 0000864
3.	Samuelian, Phil	Consultant, as needed to develop software for Scholastic Bowl event
		05/15/18 through 06/30/18 Not to exceed \$1,300.00 total Supplemental 01.0 01000.0 11100 10000 5811 0000673

Effective Dates,
Months/Hours, and
Salary Rating

Location

Transportation Authorization 2018-19

1. It is recommended that the individuals be authorized to receive transportation expenses at the rate of 54.50¢ per mile, effective July 1, 2018, through June 30, 2019:

Lead Case Manager

Hill, Diana

Child Welfare &
Attendance

07/01/18 through 06/30/19: 54.50¢
01.0 05641.0 11100 10000 5210 0000617

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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 10, 2018 – May 25, 2018 as shown below totaling \$1,588,333.78, 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
C3J-N	5681496	- 5681689	Certificated	\$ 353,331.98
129-N	5687386	- 5687398	Classified	1,057.05
130-N	5687574	- 5687578	Classified	2,397.24
131-N	5688039	- 5688040	Classified	1,395.47
135-C	5688309	- 5688310	Certificated	8,285.46
136-N	5690141	- 5690141	Classified	1,292.94
137-N	5691157	- 5691157	Classified	388.59
E4U-N	5697432	- 5697538	Classified	1,217,751.73
143-N	5703193	- 5703193	Classified	2,433.32
TOTAL				\$ <u>1,588,333.78</u>

#

GLENDALE UNIFIED SCHOOL DISTRICT

June 5, 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 \$2,955,607.64 for the period of April 30, 2018 through May 18, 2018 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM APRIL 30, 2018 THROUGH May 18, 2018.

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	164	1,311,394.43
FEDERAL RESTRICTED RESOURCES	25	54,562.19
STATE RESTRICTED RESOURCES	42	216,160.00
LOCAL RESTRICTED RESOURCES	65	430,743.01
CHILD DEVELOPMENT FUND	15	124,054.19
FOOD SERVICES FUND	9	5,249.58
MEASURE S PROJECTS FUND	14	155,871.45
CLEAN RENEWABLE ENERGY BONDS	5	33,000.00
CAPITAL PROJECTS & IMPROVEMENT FUND	5	620,947.79
EARLY RETIREMENT BENEFITS FUND	1	3,625.00
TOTAL	345	\$ 2,955,607.64

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
0001010128	CITY OF GLENDALE	562.71
0001010141	AMAZON CAPITAL SERVICES, INC. SCHOOL FURNITURE - ROSEMONT MIDDLE SCHOOL	2,038.21
0001010142	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,562.54
0001010143	MAINTEX CUSTODIAL SUPPLIES - GUSD WAREHOUSE STOCK	18,227.04
0001017124	AMAZON CAPITAL SERVICES, INC. BOOKS - DAILY HIGH SCHOOL	121.11
0001017125	T-SHIRT PRINTING & EMBROIDERY	203.67
0001017126	OFFICE DEPOT INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	1,168.35
0001017127	ACCO BRANDS USA LLC.	581.12
0001017128	ULINE SHIPPING SUPPLY	303.12
0001017132	MONOPRICE INC.	145.64
0001017134	APPLE COMPUTER	435.81
0001017136	OFFICE DEPOT	312.67
0001017137	CDW GOVERNMENT	168.63
0001017139	CSBA	60.00
0001017140	LIBERATI & ASSOCIATES SERVICE AGREEMENT FOR PERSONNEL HEARING - HUMAN RESOURCES	1,575.00
0001017141	DYNAMIC MEASUREMENT GROUP, INC.	995.00
0001017144	AMERICAN EXPRESS CPS GENDER SPECTRUM - CONFERENCE EXPENSES - EDUCATIONAL SERVICES	2,771.97
0001017145	MAINTEX CUSTODIAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	1,671.53
0001017154	SHARP BUSINESS SYSTEMS	772.30
0001017159	OFFICE DEPOT	262.08
0001017161	MAINTEX	125.76
0001017162	GALE SUPPLY COMPANY	347.28
0001017163	BUCKEYE CLEANING CENTERS	467.13
0001017164	SCHOOL HEALTH CORP.	50.05
0001017165	AMAZON CAPITAL SERVICES, INC. BOOKS - EDUCATIONAL SERVICES	835.27

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017166	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	271.01
0001017168	AMAZON CAPITAL SERVICES, INC. BOOKS - COLUMBUS ELEMENTARY SCHOOL	34.83
0001017170	COMMERCIAL AQUATIC SERVICES, INC	638.00
0001017172	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - TOLL MIDDLE SCHOOL	185.75
0001017181	OFFICE DEPOT BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - RD WHITE ELEMENTARY SCHOOL	3,000.00
0001017182	AMERICAN EXPRESS CPS EVENT STEP AND REPEAT - EXPENSES RELATED TO CTE FILM FESTIVAL - SECONDARY SERVICES	126.26
0001017183	ABRIL BOOKSTORE & PUBLISHING BLANKET PURCHASE ORDER FOR BOOKS FOR ARMENIAN FLAG PROGRAM AT JEFFERSON AND RD WHITE ELEMENTARY SCHOOLS - EDUCATIONAL SERVICES	33,000.00
0001017184	ORIENTAL TRADING INC.	164.23
0001017190	LAKESHORE	365.99
0001017197	O.H. LYNN PRINTING	801.54
0001017198	D & M EDUCATIONAL FOUNDATION	320.00
0001017200	ALLIANCE FRANCAISE DE PASADENA TESTING FEE FOR FRENCH FLAG PROGRAM - EDUCATIONAL SERVICES	2,945.00
0001017203	O.H. LYNN PRINTING	60.23
0001017204	VISTA HIGHER LEARNING BOOKS - HOOVER HIGH SCHOOL	1,099.20
0001017205	AMERICAN EXPRESS CPS NEWEGG.COM - COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,104.65
0001017206	HOME DEPOT CREDIT SERVICES	250.00
0001017212	SOUTHERN CALIFORNIA AP	755.00
0001017213	OFFICE DEPOT	435.70
0001017214	AMAZON CAPITAL SERVICES, INC. OFFICE EQUIPMENT - RD WHITE ELEMENTARY SCHOOL	79.02
0001017215	OFFICE DEPOT OFFICE SUPPLIES - RD WHITE ELEMENTARY SCHOOL	1,001.60

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017217	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - RD WHITE ELEMENTARY SCHOOL	999.63
0001017220	CENTER FOR THE COLLABORATIVE CLASSROOM	100.00
0001017221	SCHOOL SPECIALTY BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES FOR SUMMER SCHOOL - FREMONT ELEMENTARY SCHOOL	3,500.00
0001017222	TEACHERS' CURRICULUM INST.	292.93
0001017223	AMERICAN EXPRESS CPS HYATT REGENCY SACRAMENTO - CONFERENCE EXPENSES - PROCUREMENT & CONTRACT SERVICES	1,445.40
0001017225	AMERICAN EXPRESS CPS TOTALLY PROMOTIONAL - INSTRUCTIONAL SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	814.33
0001017228	JOSTENS GRADUATION SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	2,023.56
0001017230	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA COSTCO.COM - OFFICE FURNITURE - RD WHITE ELEMENTARY SCHOOL	284.68
0001017231	JOSTEN'S, INC.	361.35
0001017232	JOSTEN'S, INC.	131.40
0001017233	AMAZON CAPITAL SERVICES, INC. SMALL APPLIANCES - MARSHALL ELENTARY SCHOOL	172.10
0001017235	AD TROPHY MFG CORP	346.57
0001017236	POSITIVE PRESS	284.70
0001017239	SCHOOL SPECIALTY	496.21
0001017240	NEW MANAGEMENT CLASSROOM SAFETY SUPPLIES - FACILITY & SUPPORT OPERATIONS	13,573.10
0001017242	AMERICAN EXPRESS CPS EXPENSES RELATED TO "LEADERSHIP NOW" SUMMIT IN LAS VEGAS AND PURCHASE OF SOLUTION TREE PUBLICATIONS - EDUCATIONAL SERVICES	3,909.37
0001017243	CUBE- CAL ASSOC. FOR BILINGUAL EDUCATION	90.00
0001017244	ASCD	89.00
0001017245	OFFICE DEPOT COMPUTER EQUIPMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	18,416.36

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017251	WOLESALÉS UNLIMITED	150.00
0001017252	LITTLE BEE FLOWERS	279.23
0001017253	RAPTOR TECHNOLOGIES LLC	219.00
0001017254	SCHOLASTIC INC BOOKS - EDUCATIONAL SERVICES	1,518.93
0001017255	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	3,200.00
0001017258	OFFICE DEPOT	499.76
0001017259	ZANER-BLOSER INSTRUCTIONAL SUPPLIES - MOUNTAIN ANENUE ELEMENTARY SCHOOL	1,116.21
0001017265	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - ROSEMONT MIDDLE SCHOOL	1,300.00
0001017266	OFFICE DEPOT	58.14
0001017267	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES FOR SUMMER SCHOOL - ROOSEVELT MIDDLE SCHOOL	1,300.00
0001017270	MARIO'S IMPORTS	196.89
0001017273	AMAZON CAPITAL SERVICES, INC. OFFICE FURNITURE - EEELP	218.95
0001017275	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA ARCA - CONFERENCE EXPENSES - SUPERINTENDENT'S OFFICE	75.00
0001017276	GLENDALÉ LATINO ASSOCIATION	140.00
0001017278	OFFICE DEPOT	262.08
0001017279	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	139.99
0001017281	OFFICE DEPOT	528.27
0001017282	PROJECTOR LAMPS LLC	363.20
0001017283	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - GLENDALÉ HIGH SCHOOL	2,180.36
0001017287	AP* BY THE SEA CONFERENCE EXPENSES - GLENDALÉ HIGH SCHOOL	3,125.00
0001017288	CLEAN SWEEP SUPPLY CO INC CUSTODIAL SUPPLIES - GLENDALÉ HIGH SCHOOL	3,272.30

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017289	AMERICAN EXPRESS CPS SHERATON MISSION VALLEY SAN DIEGO - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	673.94
0001017290	AMERICAN EXPRESS CPS HILTON GARDEN INN SAN DIEGO - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	3,546.30
0001017294	JOSTENS GRADUATION SUPPLIES - DAILY HIGH SCHOOL	2,299.50
0001017295	DEPORTES PRIETO, INC AWARDS & CERTIFICATES - CATEGORICAL PROGRAMS	1,116.90
0001017300	AMERICAN GUARD SERVICES INC	250.00
0001017301	TOSHIBA FINANCIAL SERVICES	320.00
0001017302	MARIO'S IMPORTS	166.50
0001017303	AMERICAN EXPRESS CPS SQUARESPACE - SUBSCRIPTION - PUBLIC INFORMATION	216.00
0001017305	AMERICAN GTS TRANSPORTATION SERVICES - GLENDALE HIGH SCHOOL	1,500.00
0001017306	JONES SCHOOL SUPPLY	512.40
0001017307	NASSP/NATIONAL HONOR SOCIETY	385.00
0001017311	ETS BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - EDUCATIONAL SERVICES	4,000.00
0001017312	LEXLAND ENTERTAINMENT, INC.	350.00
0001017314	JOSTEN'S, INC.	170.83
0001017317	ULINE SHIPPING SUPPLY CUSTODIAL EQUIPMENT - FACILITY & SUPPORT OPERATIONS	1,040.55
0001017326	STATE OF CA DEPT OF INDUSTRIAL RELATIONS	225.00
0001017332	LAGUNA CLAY CO	214.55
0001017333	SACRAMENTO COUNTY OFFICE OF ED	200.00
0001017334	LACOE	90.00
0001017336	SOLUTION TREE SERVICE AGREEMENT TO PROVIDE ON-SITE PROFESSIONAL DEVELOPMENT FOR ILT TEAM - CLARK MAGNET HIGH SCHOOL	6,500.00
0001017337	AMERICAN EXPRESS CPS PARKING EXPENSES RELATED TO VARIOUS MEETINGS - SUPERINTENDENT'S OFFICE	130.72

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017338	AMERICAN EXPRESS CPS EXPENSES RELATED TO CAASA PROFESSIONAL DEVELOPMENT SUMMIT IN SACRAMENTO - SUPERINTENDENT'S OFFICE	439.40
0001017339	AMERICAN EXPRESS CPS EXPENSES RELATED TO CSBA DELEGATE ASSEMBLY LUNCHEON ON 5/19/2018 - SUPERINTENDENT'S OFFICE	97.53
0001017343	MAINTEX	557.04
0001017348	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG BOOKS FOR HOOVER HIGH SCHOOL - EDUCATIONAL SERVICES	1,396.13
0001017349	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG BOOKS FOR TOLL MIDDLE SCHOOL - EDUCATIONAL SERVICES	2,099.12
0001017350	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG BOOKS FOR ROSEMONT MIDDLE SCHOOL - EDUCATIONAL SERVICES	1,468.40
0001017351	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG BOOKS FOR MONTE VISTA ELEMENTARY SCHOOL - EDUCATIONAL SERVICES	12,331.89
0001017352	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG BOOKS FOR KEPPEL ELEMENTARY SCHOOL - EDUCATIONAL SERVICES	8,330.76
0001017353	COMPLETE BUSINESS SYSTEMS OFFICE EQUIPMENT SUPPLIES - KEPPEL ELEMENTARY SCHOOL	2,642.04
0001017358	AMERICAN EXPRESS CPS SOUTHWEST AIRLINES - CONFERENCE EXPENSES - SUPERINTENDENT'S OFFICE	523.96
0001017359	AMERICAN EXPRESS CPS SOUTHWEST AIRLINES - CONFERENCE EXPENSES - SUPERINTENDENT'S OFFICE	903.92
0001017360	CULVER-NEWLIN, INC	973.46
0001017362	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA LEMON ZEST CAFÉ - FOOD PRODUCTS - CATEGORICAL PROGRAMS	308.70

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017364	HOME DEPOT CREDIT SERVICES	311.32
0001017365	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA UNITED STATES FLAG STORE - OFFICE SUPPLIES - JEFFERSON ELEMENTARY SCHOOL	22.82
0001017366	VIRCO INC.	206.11
0001017372	AMAZON CAPITAL SERVICES, INC. APPLIANCES - CATEGORICAL PROGRAMS	108.36
0001017373	AMAZON CAPITAL SERVICES, INC. OUTDOOR FURNITURE - BALBOA ELEMENTARY SCHOOL	153.98
0001017374	AMAZON CAPITAL SERVICES, INC. OFFICE EQUIPMENT SUPPLIES - DAILY HIGH SCHOOL	129.20
0001017376	GOODHEART-WILLCOX CO., INC.	908.45
0001017377	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/VERDUGO ACADEMY	6,263.59
0001017378	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/GLENDALE HIGH SCHOOL	52,185.10
0001017379	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/DAILY HIGH SCHOOL	5,365.64
0001017380	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/HOOVER HIGH SCHOOL	40,146.06
0001017381	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/CRESCENTA VALLEY HIGH SCHOOL	52,185.10
0001017382	GOODHEART-WILLCOX CO., INC. BOOKS - SECONDARY SERVICES/CLARK MAGNET HIGH SCHOOL	34,910.24
0001017383	OFFICE DEPOT INSTRUCTIONAL SUPPLIES - TOLL MIDDLE SCHOOL	1,400.00
0001017394	OFFICE DEPOT OFFICE SUPPLIES - CTE	1,517.56
0001017395	AMAZON CAPITAL SERVICES, INC. SCHOOL FURNITURE - EDISON ELEMENTARY SCHOOL	263.05
0001017396	PEARSON CUSTOMER SUPPORT TEXTBOOKS - SECONDARY SERVICES	29,473.08

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017397	PEARSON CUSTOMER SUPPORT TEXTBOOKS - SECONDARY SERVICES	799,107.24
0001017398	HOUGHTON MIFFLIN HARCOURT TEXTBOOKS - SECONDARY SERVICES	3,317.86
0001017399	MCGRAW-HILL EDUCATION TEXTBOOKS - SECONDARY SERVICES	1,171.74
0001017400	SANTILLANA USA PUBLISHING CO TEXTBOOKS - SECONDARY SERVICES	1,568.93
0001017401	CENGAGE LEARNING TEXTBOOKS - SECONDARY SERVICES	5,293.79
0001017402	ASGCC GENE HAAS SCHOLARSHIP - BUSINESS SERVICES	1,000.00
0001017403	ASGCC GENE HAAS SCHOLARSHIP - BUSINESS SERVICES	1,000.00
0001017404	MASSACHUSETTS INSTITUTE OF TECHNOLOGY GENE HAAS SCHOLARSHIP - BUSINESS SERVICES	3,000.00
0001017405	WOODBURY UNIVERSITY SCHOLARSHIP - BUSINESS SERVICES	1,000.00
0001017406	PURDUE UNIVERSITY	500.00
0001017407	CALIFORNIA STATE UNIVERSITY GENE HAAS SCHOLARSHIP - BUSINESS SERVICES	3,000.00
0001017408	CALIFORNIA STATE UNIVERSITY	500.00
0001017409	CALIFORNIA STATE UNIVERSITY LOS ANGELES GENE HAAS SCHOLARSHIP - BUSINESS SERVICES	1,000.00
0001017412	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	90.92
0001017417	CROP PRODUCTION SERVICES GARDENING SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,232.99
0001017425	HOME DEPOT CREDIT SERVICES	27.82
0001017428	FLINTRIDGE PHARMACY & MEDICAL	776.54

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017431	MAINTEX FLOORING REPAIR SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	2,721.38
0001017432	NICK'S NURSERY	637.29
0001017439	ULINE SHIPPING SUPPLY REPAIR SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	1,244.80
0001017441	ALL AMERICAN SPORTS CORP. PHYSICAL EDUCATION EQUIPMENT RECONDITIONING - GLENDALE HIGH SCHOOL	12,298.61
0001017442	MASKELL GRAPHICS, INC. GRADUATION SUPPLIES - GLENDALE HIGH SCHOOL	1,345.76
0001017448	SCORPION PAINTING INC	485.00
0001017449	MAINTEX CUSTODIAL SUPPLIES - WAREHOUSE STOCK	29,679.23
0001017450	GALE SUPPLY COMPANY CUSTODIAL SUPPLIES - WAREHOUSE STOCK	4,337.30
0001017451	J & C BOOKS BOOKS - ROOSEVELT MIDDLE SCHOOL	1,149.75
1014096	AMERICAN EXPRESS CPS AMERICAN RED CROSS - CERTIFICATES - SECONDARY SERVICES	314.00
1016548	AMERICAN EXPRESS CPS NOVAVISION - SAFETY STICKERS - ROSEMONT MIDDLE SCHOOL	187.28
	TOTAL	1,311,394.43
	FEDERAL RESTRICTED RESOURCES	
0001010137	NCS PEARSON	465.00
0001017131	AMAZON CAPITAL SERVICES, INC. GYM THERAPY EQUIPMENT - FREMONT ELEMENTARY SCHOOL	372.30
0001017133	OFFICE DEPOT	209.98
0001017138	CAMCOR, INC.	978.80
0001017142	SOUTHERN CALIFORNIA AP	755.00
0001017151	SOLUTION TREE CONFERENCE EXPENSES - HOOVER HIGH SCHOOL	13,380.00
0001017152	SOLUTION TREE CONFERENCE EXPENSES - HOOVER HIGH SCHOOL	1,378.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017157	MHS, INC	187.50
0001017169	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	68.22
0001017178	CROWN AWARDS GRADUATION SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	1,111.43
0001017179	PROGRESS PUBLICATIONS	605.54
0001017185	PREMIER AGENDAS, INC. INSTRUCTIONAL SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	1,057.48
0001017186	CENTER FOR THE COLLABORATIVE CLASSROOM INSTRUCTIONAL SUPPLIES - RD WHITE ELEMENTARY SCHOOL	21,950.90
0001017218	CABE- CAL ASSOC. FOR BILINGUAL EDUCATION	650.00
0001017241	AMERICAN EXPRESS CPS TOMBSTONE GRAND HOTEL - CONFERENCE EXPENSES - SPECIAL EDUCATION	202.12
0001017246	CAASFEP	175.00
0001017250	FOLLETT SCHOOL SOLUTIONS, INC. BOOKS - WILSON MIDDLE SCHOOL	4,721.64
0001017274	AMERICAN EXPRESS CPS DESERT SPRINGS MARRIOTT HOTEL - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	638.12
0001017286	CENTER FOR THE COLLABORATIVE CLASSROOM	100.00
0001017310	GENERAL BINDING CORPORATION	472.16
0001017335	SOLUTION TREE CONFERENCE EXPENSES - DAILY HIGH SCHOOL	3,345.00
0001017354	AMERICAN EXPRESS CPS MARRIOTT DESERT SPRINGS RESORT - CONFERENCE EXPENSES - WILSON MIDDLE SCHOOL	425.00
0001017355	CALIFORNIA LEAGUE OF SCHOOLS	369.00
0001017357	NATIONAL COALITION OF GIRLS' SCHOOLS	575.00
1016977	AMERICAN EXPRESS CPS CALIFORNIA LEAGUE OF SCHOOLS - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	369.00
	TOTAL	54,562.19

PO NUMBER	STATE RESTRICTED RESOURCES VENDOR	AMOUNT
0001017129	UPS FREIGHT	171.14
0001017146	ATNEYEL, SHARAREH CONSULTANT TO PROVIDE INDIVIDUAL COUNSELING AND PSYCHOLOGICAL SERVICES - SPECIAL EDUCATION, BOARD APPROVED 4/17/2018	30,000.00
0001017147	TAHMASIAN, ANAHIS CONSULTANT TO PROVIDE INDIVIDUAL COUNSELING, IEP AND ASSESSMENTS - SPECIAL EDUCATION, BOARD APPROVED 4/3/2018	20,000.00
0001017148	HOGAN, SHAWNA CONSULTANT TO PROVIDE INDIVIDUAL COUNSELING, IEP AND ASSESSMENTS - SPECIAL EDUCATION, BOARD APPROVED 4/17/2018	20,000.00
0001017173	MONTANARI, SIMONA	500.00
0001017174	PHONIC EAR INC. COMPUTER EQUIPMENT - FOOTHILL SELPA	2,646.90
0001017175	ATTAINMENT COMPANY	130.31
0001017176	COCHLEAR IMPLANT CENTER	350.00
0001017177	SUSANNE M. SMITH, INC. SERVICE AGREEMENT TO PROVIDE OCCUPATIONAL THERAPY ASSESSMENTS AS WELL AS IEP MEETING - SPECIAL EDUCATION	5,000.00
0001017188	CREATIVE PRODUCTS OF NY INSTRUCTIONAL SUPPLIES - GLENDALE HIGH SCHOOL	2,404.90
0001017191	BEYOND PLAY	83.91
0001017192	HATCH & CESARIO ATTORNEYS-AT-LAW PROFESSIONAL SERVICES - SPECIAL EDUCATION	28,081.68
0001017193	O.H. LYNN PRINTING	260.61
0001017194	O.H. LYNN PRINTING	429.24
0001017195	PHONIC EAR INC.	178.99
0001017196	FEDERAL EXPRESS CORP.	97.84
0001017202	O.H. LYNN PRINTING	43.80
0001017216	APPLE COMPUTER	877.12
0001017219	INTERNATIONAL INSTITUTE FOR RESTORATIVE PRACTICES (IIRP) CONFERENCE EXPENSES - EDUCATIONAL SERVICES	1,800.00
0001017224	AMERICAN EXPRESS CPS WELLA STUDIO - INSTRUCTIONAL SUPPLIES - GLENDALE HIGH SCHOOL	2,023.04

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017226	AMERICAN EXPRESS CPS DOUBLETREE MISSION VALLEY SAN DIEGO - CONFERENCE EXPENSES - SECONDARY SERVICES	981.93
0001017227	ELIZABETH ANN DANIELSON CONSULTANT TO CONDUCT A SEMINAR FOR LEARNING-FOCUSED MENTORING - EDUCATIONAL SERVICES, BOARD APPROVED 4/17/2017	9,000.00
0001017237	AMERICAN EXPRESS CPS HILTON GARDEN INN - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	584.48
0001017257	AMERICAN EXPRESS CPS LAKESHORE CARBIDE - INSTRUCTIONAL SUPPLIES - CLARK MAGNET HIGH SCHOOL	296.06
0001017264	MAINTEX	150.91
0001017269	PRINTING ZONE PRINTING SERVICES - EEELP	4,900.77
0001017280	SOURCE GRAPHICS CLASSROOM EQUIPMENT - CTE	3,706.58
0001017298	BRANDON IVES	259.45
0001017342	SAX ARTS AND CRAFTS-SCHOOL SPECIALTY	445.03
0001017344	SCHOOL SPECIALTY	221.40
0001017347	LOS ANGELES COUNTY OFFICE OF EDUCATION TRANSPORTATION SERVICES - CLARK MAGNET HIGH SCHOOL	5,500.00
0001017363	HOME DEPOT CREDIT SERVICES	327.41
0001017367	AMERICAN EXPRESS CPS MARITOO.COM - INSTRUCTION SUPPLIES - CLARK MAGNET HIGH SCHOOL	329.02
0001017370	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - SELPA	67.90
0001017371	AMAZON CAPITAL SERVICES, INC. SPECIAL EDUCATION EQUIPMENT - SELPA	194.59
0001017375	S & S WORLDWIDE CLASSROOM EQUIPMENT FOR VARIOUS SCHOOL SITES - EEELP	5,279.52
0001017413	NEWMAN AARONSON VANAMAN PARENT REIMBURSEMENT - SPECIAL EDUCATION	3,370.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017414	GLENDALÉ COMMUNITY COLLEGE REIMBURSEMENT FOR CCPT PATHWAYS GRANT - SECONDARY SERVICES	59,993.28
0001017418	BUILDERS FENCE CO INC	544.09
0001017443	BURBANK UNIFIED SCHOOL DIST	78.75
0001017444	LA CANADA UNIFIED SCHOOL DISTRICT SALARY AND BENEFITS - FOOTHILL SELPA	4,697.86
0001017445	FEDERAL EXPRESS CORP.	151.49
	TOTAL	<hr/> 216,160.00
0001010138	LOCAL RESTRICTED RESOURCES AMAZON CAPITAL SERVICES, INC. FOOD PRODUCTS - EEELP	1,004.70
0001017121	DISCOUNT SCHOOL SUPPLY	34.97
0001017122	REFRIGERATION SUPPLIES DISTRIBUTOR MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,406.52
0001017123	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - FREMONT ELEMENTARY SCHOOLS	30.47
0001017130	DOMINO'S PIZZA	323.40
0001017135	OFFICE DEPOT COMPUTER EQUIPMENT - EEELP	157,153.00
0001017143	GMS ELEVATOR SERVICES, INC	308.00
0001017149	SCHOLASTIC INC INSTRUCTIONAL SUPPLIES - EEELP	1,759.97
0001017156	RIVERSIDE RUBBER STAMP AND ENGRAVING	168.23
0001017158	TOTALLY PROMOTIONAL	120.45
0001017167	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - FREMONT ELEMENTARY SCHOOL	169.71
0001017171	EH MEDIA	598.00
0001017189	GREAT LAKES SPORTS	626.25
0001017229	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA COSTCO.COM - PHYSICAL EDUCATION EQUIPMENT - LINCOLN ELEMENTARY SCHOOL	164.24
0001017234	SUNRISE TO SUNSET QUALITY FOOD SERVICES	644.35
0001017238	SCHOOL SPECIALTY	562.87

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017247	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL EQUIPMENT - EEELP	119.34
0001017248	DISCOUNT SCHOOL SUPPLY	82.20
0001017256	US GAMES PHYSICAL EDUCATION SUPPLIES - JEFFERSON ELEMENTARY SCHOOL	1,309.37
0001017268	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	500.00
0001017291	GMS ELEVATOR SERVICES, INC	154.00
0001017296	LERCH BATES INC INSPECTION AND REPORT ON ELEVATORS AT CRESCENTA VALLEY HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	1,800.00
0001017297	DEBORAH PASACHOFF	120.00
0001017299	BOWNET SPORTS	20.00
0001017313	MURAL ENVIRONMENTS MURAL PAINTING - BALBOA ELEMENTARY SCHOOL	2,000.00
0001017315	CRESCENTA VALLEY ATHLETICS	144.82
0001017318	H & H WHOLESALE PARTS	312.04
0001017319	AQUATRON INC.	190.53
0001017320	STUMBAUGH & ASSOCIATES, INC.	120.45
0001017321	AIRGAS USA, LLC	441.09
0001017322	PACIFIC RADIO ELECTRONICS	45.68
0001017323	PEST OPTIONS INC	255.00
0001017325	JOHNSTONE SUPPLY	258.22
0001017327	GMS ELEVATOR SERVICES, INC ELEVATOR REPAIR SERVICES AT VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	2,015.00
0001017328	GMS ELEVATOR SERVICES, INC ANNUAL SAFETY TEST FEE FOR ELEVATORS AT VARIOUS SCHOOL SITES - FACILITY & SUPPORT OPERATIONS	4,905.00
0001017329	COASTAL PRINTWORKS, INC	770.88
0001017331	ZIERHUT, JOAN CONSULTANT TO PROVIDE VISUAL ART LESSONS AND SUPPLIES - KEPPEL ELEMENTARY SCHOOL, BOARD APPROVED 4/17/2018	2,500.00
0001017340	CLEAN SWEEP SUPPLY CO INC	186.81
0001017345	UNDERWOOD FAMILY FARMS	708.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017361	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA MONOPRICE.COM - COMPUTER SUPPLIES - FREMONT ELEMENTARY SCHOOL	44.58
0001017368	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA NORTHERN TOOL & EQUIPMENT - CUSTODIAL EQUIPMENT - BALBOA ELEMENTARY SCHOOL	152.61
0001017384	LAKESHORE INSTRUCTIONAL SUPPLIES - EEELP	12,006.00
0001017385	SCHOLASTIC INC BOOKS - EEELP	4,774.20
0001017386	STEMFINITY INSTRUCTIONAL SUPPLIES - EEELP	21,439.57
0001017387	SCHOOL SPECIALTY PHYSICAL EDUCATION EQUIPMENT - EEELP	2,474.27
0001017388	SCHOOL SPECIALTY PHYSICAL EDUCATION SUPPLIES - EEELP	11,010.55
0001017389	CENTER FOR THE COLLABORATIVE CLASSROOM BLANKET PURCHES ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP	77,416.50
0001017390	BREAKOUT, INC BLANKET PURCHES ORDER FOR INSTRUCTIONAL SUPPLIES - EEELP	5,256.00
0001017392	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR EMERGENCY SUPPLIES - EEELP	120.00
0001017410	LAKESHORE SCHOOL FURNITURE - EEELP	99,190.42
0001017411	LAKESHORE CLASSROOM EQUIPMENT - EEELP	2,580.20
0001017415	CORTELCO, INC.	19.43
0001017416	CASTERS & INDUSTRIAL SUPPLIES	324.39
0001017419	TREMCO, INC.	530.23
0001017420	VIRGIL'S GLENDALE HARDWARE CENTER	67.73
0001017421	BIRD-B-GONE INC	372.21
0001017422	TOOL SHACK	150.78

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0001017423	BATTERY SYSTEMS, INC BATTERIES - FACILITY & SUPPORT OPERATIONS	2,295.92
0001017424	HYDRAULIC INDUSTRIAL PLUMBING TOOLS - FACILITY & SUPPORT OPERATIONS	1,139.60
0001017425	HOME DEPOT CREDIT SERVICES	377.93
0001017433	U.S. BLINDS	782.92
0001017434	SIMPLOT PARTNERS MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	2,578.73
0001017437	CART MART INC	337.60
0001017438	KAROL'S GENERAL GARAGE & BODY SHOP	105.00
0001017440	DESOTO SALES, INC. MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,162.08
	TOTAL	430,743.01
	CHILD DEVELOPMENT FUND	
0001017119	DISCOUNT SCHOOL SUPPLY	245.99
0001017120	S & S WORLDWIDE	503.79
0001017121	DISCOUNT SCHOOL SUPPLY	273.51
0001017135	OFFICE DEPOT COMPUTER EQUIPMENT - EEELP	76,120.98
0001017153	AMAZON CAPITAL SERVICES, INC. SANITARY SUPPLIES - EEELP	47.05
0001017160	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - RD WHITE ELEMENTARY SCHOOL	51.81
0001017187	TEACHER DIRECT	152.95
0001017249	CCDAA	80.00
0001017271	CITY TENNIS, INC SERVICE AGREEMENT FOR AFTER SCHOOL TENNIS CLASSES - EEELP	5,940.00
0001017272	OFFICE DEPOT COMPUTER EQUIPMENT - EEELP	31,276.44
0001017293	ULINE SHIPPING SUPPLY	346.75
0001017387	SCHOOL SPECIALTY PHYSICAL EDUCATION EQUIPMENT - EEELP	2,377.67

PO NUMBER	CHILD DEVELOPMENT FUND (CONTINUATION) VENDOR	AMOUNT
0001017388	SCHOOL SPECIALTY PHYSICAL EDUCATION SUPPLIES - EEELP	4,498.25
0001017391	CONTROLTEC, INC EQUIPMENT MAINTENANCE AGREEMENT - EEELP	1,524.00
0001017393	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR EMERGENCY SUPPLIES - EEELP	615.00
	TOTAL	124,054.19
	FOOD SERVICES FUND	
0001017199	UPS	35.15
0001017308	HARRIS SCHOOL SOLUTIONS	116.08
0001017309	HARRIS SCHOOL SOLUTIONS	556.75
0001017324	UNITED REFRIGERATION, INC. MAINTENANCE SUPPLIES - FOOD SERVICES	1,094.73
0001017325	JOHNSTONE SUPPLY REPAIR SUPPLIES - FOOD SERVICES	1,614.16
0001017330	HARRIS SCHOOL SOLUTIONS ANNUAL ONLINE SUPPORT SERVICES - FOOD SERVICES	1,473.12
0001017341	AMAZON CAPITAL SERVICES, INC. OFFICE FURNITURE - FOOD SERVICES	40.47
0001017426	SUPPLYDIRECT/PARTSDIRECT	223.99
0001017435	VIRGIL'S GLENDALÉ HARDWARE CENTER	95.13
	TOTAL	5,249.58
	MEASURE S PROJECTS FUND	
0001017150	NINYO & MOORE GEOTECH & ENVIRONMENTAL PROFESSIONAL SERVICES FOR MUIR ELEMENTARY SCHOOL PROJECT - PLANNING, DEVELOPMENT & FACILITIES	5,796.00
0001017260	PARSAM CONSTRUCTION, INC.	900.00
0001017261	tBP/ARCHITECTURE ARCHITECTURAL SERVICES FOR SHADE STRUCTURE AT LINCOLN ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	8,500.00
0001017284	FIX PAINTING CO. AWARD OF BID #164-17/18 FOR PAINTING AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	83,000.00

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
0001017285	CULVER-NEWLIN, INC SCHOOL FURNITURE - VERDUGO WOODLANDS ELEMENTARY SCHOOL	5,305.28
0001017304	DEPARTMENT OF GENERAL SERVICES DSA INSPECTION OF RECORD FEE - LINCOLN ELEMENTARY SCHOOL	39,247.62
0001017356	ARCHITECTURE 9, LLLP ARCHITECTURAL SERVICES FOR SHADE STRUCTURE AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	9,000.00
0001017427	BURBANK PAINT COMPANY INC	265.75
0001017429	HOME DEPOT CREDIT SERVICES	110.85
0001017430	PLUMBING AND INDUSTRIAL SUPPLY	831.17
0001017436	DILIGENT BUSINESS SOLUTIONS, INC. BLUEPRINT SCANNING SERVICES - LINCOLN ELEMENTARY SCHOOL	1,321.65
0001017446	INTERMOUNTAIN LOCK & SECURITY SUPPLY SECURITY LOCKS - MUIR ELEMENTARY SCHOOL	1,051.53
0001017447	INTERMOUNTAIN LOCK & SECURITY SUPPLY	93.07
1007855	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	448.53
	TOTAL	155,871.45
0001017207	CLEAN RENEWABLE ENERGY BONDS GERONIMO CONCRETE, INC. SERVICE CONTRACT TO INSTALL CONCRETE CAPS ON EXISTING SOLAR COLUMNS AT TOLL MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	7,000.00
0001017208	GERONIMO CONCRETE, INC. SERVICE CONTRACT TO INSTALL CONCRETE CAPS ON EXISTING SOLAR COLUMNS AT RD WHITE ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	4,500.00
0001017209	GERONIMO CONCRETE, INC. SERVICE CONTRACT TO INSTALL CONCRETE CAPS ON EXISTING SOLAR COLUMNS AT MUIR ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	5,000.00
0001017210	GERONIMO CONCRETE, INC. SERVICE CONTRACT TO INSTALL CONCRETE CAPS ON EXISTING SOLAR COLUMNS AT MANN ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	3,500.00

PO NUMBER	CLEAN RENEWABLE ENERGY BONDS (CONTINUATION) VENDOR	AMOUNT
0001017211	GERONIMO CONCRETE, INC. SERVICE CONTRACT TO INSTALL CONCRETE CAPS ON EXISTING SOLAR COLUMNS AT WILSON MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	13,000.00
	TOTAL	----- 33,000.00
0001017262	CAPITAL PROJECTS & IMPROVEMENT FUND BPI INSPECTION SERVICES DSA RECORD INSPECTION FEE FOR MUIR ELEMENTARY SCHOOL PROJECT - PLANNING, DEVELOPMENT & FACILITIES	35,000.00
0001017263	BPI INSPECTION SERVICES DSA RECORD INSPECTION FEE FOR HOOVER HIGH SCHOOL PROJECT - PLANNING, DEVELOPMENT & FACILITIES	29,400.00
0001017277	ICEBERG HEATING AND AIR CONDITIONING AWARD OF BID #161-17/18 FOR HVAC REPLACEMENT AT HOOVER HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	311,111.11
0001017292	LOS ANGELES AIR CONDITIONING, IND. AWARD OF BID #167-17/18 FOR CHILLER REPLACEMENT AT MUIR ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	245,400.00
0001017316	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	36.68
	TOTAL	----- 620,947.79
0001017155	EARLY RETIREMENT BENEFITS FUND GRANT THORNTON LLP PROFESSIONAL SERVICES - BUSINESS SERVICES	3,625.00
	TOTAL	----- 3,625.00

**LIST OF PO CHANGE ORDER
DURING THE PERIOD OF 4/30/2018 THROUGH 5/18/2018
CONSENT CALENDAR NO, 5 - JUNE 5, 2018**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
05/01/2018	0001010215	Toshiba	Increased PO to cover additional services	\$ 3,900.00	\$ 700.00	\$ 4,600.00
05/01/2018	0001010304	Office Depot	Increased PO for additional office supplies purchases	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00
05/01/2018	0001010691	Image IV Systems	Increased PO to cover additional services	\$ 18,200.00	\$ 4,500.00	\$ 22,700.00
05/01/2018	0001011123	Office Depot	Increased PO for additional instructional supplies purchases	\$ 4,500.00	\$ 1,500.00	\$ 6,000.00
05/01/2018	0001011283	Amazon	Increased PO for additional expenses	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
05/01/2018	0001012227	Absolute Security International	Increased PO for additional staffing	\$ 25,000.00	\$ 21,000.00	\$ 46,000.00
05/01/2018	0001013787	Amazon	Increased PO to cover additional purchases	\$ 2,206.00	\$ 238.96	\$ 2,444.96
05/01/2018	0001006180	iBP/Architecture	Increased PO for Additional A/E services for Phase II portion	\$ 58,000.00	\$ 24,800.00	\$ 82,800.00
05/01/2018	0001014324	First Student	Increased PO for Additional Field Trip Transportation Services	\$ 400.00	\$ 800.00	\$ 1,200.00
05/03/2018	0000907288	Pringle, Sandy & Associates	Increased PO for DSA Inspector Class BOE:4/17/2018	\$ 231,400.00	\$ 5,100.00	\$ 236,500.00
05/03/2018	0000907290	Pringle, Sandy & Associates	Increased PO for DSA Inspector Class BOE:4/17/2018	\$ 313,600.00	\$ 109,600.00	\$ 423,200.00
05/03/2018	0000907291	Pringle, Sandy & Associates	Increased PO for DSA Inspector Class BOE:4/17/2018	\$ 217,700.00	\$ 17,521.00	\$ 235,221.00
05/07/2018	0001011559	Office Depot	Increased for additional purchases	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
05/09/2018	0001010875	Home Depot Credit Services	Increased PO for additional maintenance & repair supplies purchases	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
05/09/2018	0001010882	Montgomery Hardware Co	Increased PO for additional maintenance & repair supplies purchases	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00
05/09/2018	0001011444	Paragon Systems	Increased PO for future data cabling through 6/30/18	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
05/09/2018	0001011596	Domino's Pizza	Increased PO for additional purchases	\$ 70,000.00	\$ 26,000.00	\$ 96,000.00
05/09/2018	0001012907	Amazon	Increased PO for additional instructional supplies purchases	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
05/09/2018	0001014886	Orback Huff Suarez & Henderson	Increased PO for additional invoices	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
05/10/2018	0001010999	American Express	Increased BPO for additional invoices	\$ 500.00	\$ 205.51	\$ 705.51
05/14/2018	0001011125	Office Depot	Increased PO for additional purchases	\$ 6,500.00	\$ 1,000.00	\$ 7,500.00

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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 and Restricted.

GLENDALE UNIFIED SCHOOL DISTRICT
 June 4, 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	\$2,310
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$2,310

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$0
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	\$4,996	\$960
5000	Contract Services	(\$6,996)	\$1,350
6000	Capital Outlay	\$2,000	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS		\$0	\$2,310

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
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June 4, 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:
Toll	Instructional	0	0	0	500	(2,500)	2,000	0	0	\$0	Supplies and Capital Outlay
Muir	Instructional	0	0	0	0	0	0	0	0	\$0	Services
Lincoln	Instructional	0	0	0	397	(397)	0	0	0	\$0	Supplies
Lincoln	Instructional	0	0	0	3,306	(3,306)	0	0	0	\$0	Supplies
Lincoln	Instructional	0	0	0	793	(793)	0	0	0	\$0	Supplies
Lincoln	Instructional	0	0	0	0	0	0	0	0	\$0	Supplies
		\$0	\$0	\$0	\$4,996	(\$6,996)	\$2,000	\$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:
CVHS	Athletics	0	0	0	0	1,350	0	0	0	\$1,350	Coaching Stipend
Educational Services	Elementary Honors Orchestra	0	0	0	360	0	0	0	0	\$360	Supplies
Educational Services	Tower Banner Contest	0	0	0	600	0	0	0	0	\$600	Supplies
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$960	\$1,350	\$0	\$0	\$0	\$2,310	

- 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
 June 4, 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	\$1,118
8300-8599	Other State	\$0	\$0
8600-8799	Local	\$0	\$43,087
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$44,205

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$600	\$1,500
2000	Classified Salaries	\$0	\$2,551
3000	Employee Benefits	\$0	\$294
4000	Instructional Supplies	\$1,400	\$33,699
5000	Contract Services	(\$2,000)	\$6,123
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$38
TOTAL BUDGETED APPROPRIATIONS		\$0	\$44,205

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
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GLENDALE UNIFIED SCHOOL DISTRICT
 June 4, 2018
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
Total Budget Trsfrs	Program Description	Resource										
	Donations	95100.0	0	0	0	2,000	(2,000)	0	0	0	\$0	Supplies
FACTS	FACTS	95100.0	0	0	0	0	0	0	0	0	\$0	Supplies
La Crescenta	Donations	95100.0	600	0	0	(600)	0	0	0	0	\$0	Certificated salaries
			0	0	0	0	0	0	0	0	\$0	
			\$600	\$0	\$0	\$1,400	(\$2,000)	\$0	\$0	\$0	\$0	

BUDGET ADJUSTMENTS		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
Dept/Site	Program Description	Code										
Verdugo Woodlands	School Site Donaitons	95100.0	0	0	0	0	709	0	0	0	\$709	To allocate income (Field Trip)
Wilson	School Site Donaitons	95100.0	1,170	0	230	0	0	0	0	0	\$1,400	To allocate income (Track Team coaches)
Verdugo Woodlands	School Site Donaitons	95100.0	0	0	0	0	75	0	0	0	\$75	To allocate income
Balboa	School Site Donaitons	95100.0	0	0	0	0	250	0	0	0	\$250	To allocate income
Keppel	School Site Donaitons	95100.0	0	0	0	0	189	0	0	0	\$189	To allocate income (Field Trip)
Keppel	School Site Donaitons	95100.0	0	0	0	0	305	0	0	0	\$305	To allocate income (Field Trip)
College View	School Site Donaitons	95100.0	0	0	0	3	0	0	0	0	\$3	To allocate income
Fremont	School Site Donaitons	95100.0	0	0	0	0	1,600	0	0	0	\$1,600	To allocate income (Field Trip)
Columbus	School Site Donaitons	95100.0	0	0	0	421	0	0	0	0	\$421	To allocate income
Fremont	Donation from Arnold Tadevosian DBA Aie	95100.0	0	0	0	1,386	0	0	0	0	\$1,386	To allocate income (Instrumental supplies)
Rosemont	Donation from Armenian Parents Club	95100.0	0	0	0	2,000	0	0	0	0	\$2,000	To allocate income
Rosemont	School Site Donaitons	95100.0	330	0	64	0	0	0	0	0	\$394	To allocate income
Toll	School Site Donaitons	95100.0	0	0	0	45	0	0	0	0	\$45	To allocate income
Rosemont	Donation from Westat	95100.0	0	0	0	200	0	0	0	0	\$200	To allocate income
Rosemont	Donation from Korean Parents Club	95100.0	0	0	0	1,000	0	0	0	0	\$1,000	To allocate income
Rosemont	Donation from Dignity Health	95100.0	0	0	0	100	0	0	0	0	\$100	To allocate income
Facts Program	School Site Donaitons	95100.0	0	0	0	94	0	0	0	0	\$94	To allocate income
Facts Program	School Site Donaitons	95100.0	0	0	0	0	620	0	0	0	\$620	To allocate income
Special Educaiton	IDEA Mental Health Services	33270.9	0	0	0	0	1,080	0	38	0	\$1,118	Ajstment budget
Special Educaiton	Early-Bird Pre-School	93240.0	0	0	0	20,120	0	0	0	0	\$20,120	To allocate income
GHS	School Site Donaitons	95100.0	0	2,551	0	0	0	0	0	0	\$2,551	To allocate income (custodial services)
GHS	School Site Donaitons	95100.0	0	0	0	500	0	0	0	0	\$500	To allocate income
Keppel	School Site Donaitons	95100.0	0	0	0	0	596	0	0	0	\$596	To allocate income
ETIS	ETIS Carryover Program	94395.0	0	0	0	325	0	0	0	0	\$325	To allocate income
White	School Site Donaitons	95100.0	0	0	0	1,125	0	0	0	0	\$1,125	To allocate income
Franklin	School Site Donaitons	95100.0	0	0	0	203	0	0	0	0	\$203	To allocate income
Franklin	School Site Donaitons	95100.0	0	0	0	185	0	0	0	0	\$185	To allocate income
Monte Vista	Donation from Foothill ICE LLC	95100.0	0	0	0	190	0	0	0	0	\$190	To allocate income
Educational Services	Burbank-Glendale-Pasadena Airport Author	95100.0	0	0	0	2,400	0	0	0	0	\$2,400	To allocate income
Secondary Services	Healthy Family Outreach	94310.0	0	0	0	567	0	0	0	0	\$567	To budget 16-17 carry-over
Secondary Services	Homeless Donations	94232.0	0	0	0	1,000	0	0	0	0	\$1,000	To budget 16-17 carry-over
Early Educ & Extended	School Site Donations	94230.0	0	0	0	135	0	0	0	0	\$135	To allocate income
Balboa	School Site Donations	95100.0	0	0	0	1,600	599	0	0	0	\$2,199	To allocate income
Balboa	School Site Donations	95100.0	0	0	0	0	100	0	0	0	\$100	To allocate income
Toll	Donation from Dignity Health	95100.0	0	0	0	100	0	0	0	0	\$100	To allocate income
		95100.0										
		65000.0										
		95100.0	0	0	0	0	0	0	0	0	\$0	

Total Budget Adjustments \$1,500 \$2,551 \$294 \$33,699 \$6,123 \$0 \$38 \$0 \$44,205

Object Codes
 1000 Certificated Salaries 4000 Books & Supplies 7000 Other Outgo
 2000 Classified Salaries 5000 Services & Other Operating Expenses 8000 Income
 3000 Employee Benefits 6000 Capital Outlay 9000 Designated Reserves

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 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: Craig Larimer, Financial Analyst

SUBJECT: **Resolution No. 33 - Use of Education Protection Account Revenue for 2018-19 Non-Administrative Expenditures as Required By Article XIII, Section 36 of the California Constitution.**

The Superintendent recommends that the Board of Education, following a public hearing, adopt Resolution No. 33 on the use of Education Protection Account Revenue for 2018-19 Non-Administrative Expenditures as required by Article XIII, Section 36 of the California Constitution

As provided by Proposition 30 approved in 2012, Article XIII, Section 36 of the California Constitution establishes the Education Protection Account (EPA) as the means for collecting and distributing funds which are generated by the temporary increases to personal income taxes (beginning in 2012-13), and in place for seven years (ending in 2018), and sales tax (effective January 1, 2013) in place for four years (ending in 2016). Proposition 55 approved in 2016, Article XIII, Section 36 of the California Constitution extends Proposition 30 income tax increase (beginning in 2018-19), and in place for twelve years (ending in 2030-31). Similar to local property taxes, State aid is reduced by one dollar for each dollar received from the EPA, so there is no net change in total Local Control Funding Formula (LCFF). The EPA becomes, in essence, a third revenue source in addition to local property tax revenue and State Aid. The estimated EPA funds to be spent are \$34,826,646; however, the EPA funds do not provide an increase in funding. The LCFF funding is decreased by the amount of EPA funds the District receives.

The law further requires that the Board of Education determine the use of EPA funds in an open session of a public meeting, which should precede the recording of EPA expenditures and must be held annually. The attached resolution identifies in detail the use of 2018-19 EPA funds to cover certain non-administrative expenditures.

The law further requires that the school district annually publish on its Internet website an accounting of how much money was actually received from the EPA and how it was actually spent. This will be done at the time the Unaudited Actuals are made available on the web site each year. The EPA funds will be subject to the annual independent financial and compliance audit to ascertain whether the funds were properly disbursed and expended as required by law.

RESOLUTION NO. 33

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE
GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES
COUNTY REGARDING THE EDUCATION PROTECTION
ACCOUNT – 2018-19**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the State Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Glendale Unified School District as follows:

1. The 2018-19 monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Glendale Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Glendale Unified School District has determined to spend the monies received from the Education Protection Act on instructional teacher salary and benefits, 2018-19 EPA funds are estimated at \$34,826,646.

PASSED AND ADOPTED by the Board of Education of the Glendale Unified School District this day, June 4, 2018, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

Armina Gharpetian
Clerk of the Board of Education

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: District Membership in Designated Associations and Organizations for 2018-19

The Superintendent recommends that the Board of Education approve District memberships in various associations and organizations for 2018-19.

The following memberships in various associations and organizations are recommended for 2018-19:

Organization	Estimated Cost	Funding Source
ACSA's Educational Institution Service For Personnel Commissioners	\$200	Human Resources
Association of California School Administrators	\$880	Office of the Superintendent
Association for Supervision and Curriculum Development (ASCD)	\$89 \$118	Educational Services EEELP
California Association of African-American Superintendents and Administrators (CAAASA)	\$100	Office of the Superintendent
California Association of School Child Welfare and Attendance Workers (CASCWA)	\$40	AB 1113 Funding Educational Services
California Association of Suburban School Districts	\$3000	Office of the Superintendent
California Charter Authorizing Professionals	\$250	Business Services
California Child Development Administrators Association (CCDAA)	\$1500	EEELP
Southern California Superintendents	\$150	Office of the Superintendent
California School Boards Association (CSBA) *Includes CSBA's Education Legal Alliance membership	\$24,106*	Office of the Superintendent

Memberships recommended for 2018-19 (Cont.):

Organization	Estimated Cost	Funding Source
California School Public Relations Association (Cal SPRA)	\$150	Public Information
California Association of School Business Officials (CASBO)	\$3,000	Business Services
Coalition for Adequate Funding for Special Education	\$1,400	SELPA
Coalition for Adequate School Housing	\$819	Financial Services
Crescenta Valley Chamber of Commerce	\$99	Office of the Superintendent
California School Personnel Commissioners Association (CSPCA)	\$1,118	Human Resources
Glendale Chamber of Commerce	\$307	Office of the Superintendent
Glendale Sunrise Rotary	\$1,312	Human Resources
Los Angeles County School Trustees Association (LACSTA)	\$100	Office of the Superintendent
Montrose-Verdugo City Chamber of Commerce	\$50	Office of the Superintendent
National Association for the Education of Young Children (NAEYC)	\$345	EEELP
National Fire Protection Association	\$165	Facilities and Support Operations
Personnel Commissioners Association Of Southern California (PCASC)	\$40	Human Resources
Pesticide Applicators Professional Association	\$45	Facilities and Support Operations
School Nutrition Association (SNA)	\$475	Nutrition Services
Southern California School Nutrition Association (SCSNA)	\$550	Nutrition Services
Southern California Superintendents	\$150	Office of the Superintendent
School Employers Association of California (SEAC)	\$2,486	Human Resources
School Services of California, Inc.	\$2,760	Business Services
SELPA Administrators Association	\$1,300	SELPA

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Winfred B. Roberson, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Memorandum of Understanding (MOU) with the Glendale Family
YMCA for Use of Facilities**

The Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the Glendale Family YMCA for use of the YMCA facilities by Daily Continuation High School and use of Administration Parking lot by the Glendale YMCA.

The attached MOU will provide physical education opportunities for students attending Daily Continuation High School. It will also allow the Glendale YMCA to use the Administration parking lot after work hours during the week and on Saturdays. The term of this MOU is from July 1, 2018 through June 30, 2019, and there is no cost to either party.

GLENDALE UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is by and between the YMCA of Glendale (**Provider**) and the Glendale Unified School District (**District**), herein both considered the (**Parties**).

WHEREAS the Glendale Unified School District (**District**) desires to use the facilities and equipment of the Provider located at 140 North Louise Street, Glendale, CA 91026, permitting students of Allan F. Daily High School to utilize the main gym, weight and cardio room areas for school days of the 2018-19 school year.

WHEREAS the YMCA of Glendale (**Provider**) desires to use the District's parking facilities located at 223 North Jackson Street, Glendale, CA 91206, Monday through Friday from 5:00 PM to 10:00 PM and Saturday from 8:00 AM to 5:00 PM.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby mutually agree as follows:

1. **Term of Agreement.** This MOU shall be in effect for the period: **July 1, 2018 through June 30, 2019**. This MOU is subject to cancellation on thirty (30) calendar days written notice by either party. Renewal of MOU may occur on execution by both Parties of a written amendment to the MOU providing such extension.
2. **Insurance.** The Parties shall provide Certificate(s) of Insurance naming additional insured by endorsement, evidencing insurance coverage for General Liability coverage, Automobile liability (\$1,000,000), and Workers' Compensation as required by law. General liability coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. The Parties shall maintain the insurance in effect at all times during the life of this MOU.
3. **Liability.** The Parties agree to mutually indemnify, defend, and save the District/YMCA, its Board of Trustees, officers, directors/agents, employees, and volunteers harmless with respect to any and all claims, damages, losses, causes of actions and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising from this MOU.
4. **Notices.** Any notices or communications under this MOU shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the care of:

District: Glendale Unified School District
Attn: Stephen Dickinson
223 N. Jackson Street
Glendale, CA 91206

Provider: YMCA of Glendale
Attn: George Saikali
140 North Louise Street
Glendale, CA 91206

5. Assignment. The Parties bind themselves, their successors, assigns, and representatives of such other party with respect to all terms of this MOU. Neither District nor Provider shall assign or transfer any interest in this MOU without the written consent of the other.
6. Amendments. This MOU cannot be changed or supplemented orally and may be modified or superceded only by written instrument executed by all Parties.
7. Severability. If any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this MOU.
8. Execution by Facsimile or in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed MOU.
9. Interpretation. The language of all parts of this MOU shall, in all cases, be construed as whole, according to its fair meaning, and not strictly for or against either party.
10. Conflict Resolution. Should any problems or conflicts arise, it is understood that the authorized representative(s) of the Parties to accomplish an effective resolution through mediation.
11. Governing Law. This MOU shall be governed by the laws in the State of California and venue shall be in the appropriate Superior Court in Los Angeles County, California.

In witness thereof, the parties hereto have caused this agreement to be fully executed.

For YMCA of Glendale

For the Glendale Unified School District



George Saikali
President & CEO

Stephen Dickinson
Chief Business & Financial Officer

Date: 5-17-2018

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Winfred B. Roberson, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: Agreement with the Glendale Family YMCA for Use of Facilities

The Superintendent recommends that the Board of Education approve an agreement with the Glendale Family YMCA for use of facilities in conjunction with the Special Education Transition Program for 2018-19 school year.

In order to provide physical education opportunities for students in the Special Education Transition (FACTS) Program, the District has contracted with the Glendale Family YMCA for use of facilities. The cost associated with the District's use of YMCA facilities for the FACTS program during 2018-19 is \$1,600.

Use of Facilities Agreement Incorporating a Release, Waiver of Liability, and Indemnity Agreement

This use of facilities agreement is between the YMCA of Glendale and GUSD Transition Program (FACTS), hereinafter respectively called the YMCA and the user. The agreement provides for approved areas of YMCA of Glendale according to the schedule for 2018-2019 School Year, at \$1,600.00.

IN CONSIDERATION of being permitted to utilize the Gym, Fitness areas of the YMCA for School Year 2018-2019 – Monday-Friday, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

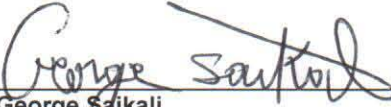
1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The user shall not violate any city, county, or state law in or about the said premises.
- (b) The user shall not assign this agreement without written consent of the YMCA.
- (c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation
- (e) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (f) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.


George Saikali
President & CEO
date signed 5-17-2018
YMCA OF GLENDALE

Stephen Dickinson
CB & FO
date signed _____
GUSD

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 11

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: **Agreement with the Los Angeles County Office of Education
for Data Processing Services, 2018-19**

The Superintendent recommends that the Board of Education approve an agreement with the Los Angeles County Office of Education (LACOE) for Labor Distribution Data Processing Services for fiscal year 2018-19.

These services are essential to the furnishing of accurate and timely financial information to the Board of Education and program administrators. The Los Angeles County Office of Education provides payroll, labor distribution reports, and other services to the District as specified in the agreement.

The annual cost for these services in 2018-19 is projected to be \$3,500. Funding for these services will be paid from the Unrestricted General Fund (01.0).

**LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
DATA PROCESSING SERVICES
LABOR DISTRIBUTION AND FRINGE EMPLOYER CONTRIBUTION
AND
EMPLOYEE DATABASE INFORMATION**

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 USD, #64568, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide District with a downloadable File Transfer Protocol (FTP) payroll information file on the RAD website as requested by the District. Such information shall be provided as follows: (Please check desired services.)

		Cost Per Month
A.	<input checked="" type="checkbox"/> Monthly Payroll Merged Payroll Fringe Employer Contribution and Labor Distribution	\$125.00
B.	<input checked="" type="checkbox"/> Human Resource System (HRS) Employee Data Base (EDB) – One file per month	\$125.00
C.	<input type="checkbox"/> Human Resource System (HRS) Employee Data Base (EDB) – Two files per month	\$250.00
D.	<input checked="" type="checkbox"/> Special Requests	\$200.00

2. TERM OF CONTRACT

This Contract is effective July 1, 2018 and shall remain in effect through June 30, 2019.

3. PAYMENT

Payment shall be made by journal voucher from the District to LACOE on or before June 1, 2019.

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results

from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

6. NOTICES

Any notices 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:

LOS ANGELES COUNTY OFFICE OF EDUCATION
Contracts Section
9300 Imperial Highway, ECW-153,
Downey, CA 90242-2890

District:

Mailing Address is District Office

7. RESPONSIBILITIES OF LACOE

LACOE shall provide the District with data containing, labor/fringe distribution information electronically within five (5) days after the end of each monthly payroll cycle. Any special requests shall be provided to the District as soon as possible after receipt of a request from the District.

8. RESPONSIBILITIES OF THE DISTRICT

The District shall notify LACOE in writing of any changes to the existing contract, including the types of services provided by LACOE.

9. SECTIONS RESERVED (Intentionally left blank.)

10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE

15. 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. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY/WAIVER

18.1 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

18.2 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.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon 30 days' written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under of connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. 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 fund 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 District under this agreement, and the District 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.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby 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.

32. 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.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District 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 BP 4020.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against the, 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;
- 34.3 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 B above, of this certification;

34.4 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.

35. 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.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SCH. DIST: Glendale USD (64568) Contract # C-18119

By 
Patricia Smith
Executive Director
Business and Finance

By _____

Typed or Printed Name

Title _____

Date 4/13/18
Report 4/16/18

Date _____

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 12

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Karineh Savarani, Director, Financial Services

SUBJECT: **Agreement with the Los Angeles County Office of Education for
Business and Financial Data Processing Services, 2018-19**

The Superintendent recommends that the Board of Education approve an agreement with the Los Angeles County Office of Education (LACOE) for financial on-line services for 2018-19.

The District currently contracts with the Los Angeles County Office of Education (LACOE) for on-line services, reports, and support applications in conjunction with the operation of the District's accounting systems under the state required Standardized Account Code Structure (SACS) using the LACOE People Soft (PS) system. The annual cost of these services for 2018-19 is estimated at \$129,700.60, which is higher from 2017-18 by \$1,272.08. Funding for these services will be paid from the Unrestricted General Fund (01.0).

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2018-2019

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Glendale Unified School District District, # 64568, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2018-19 Worksheet, all attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2018, and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2018-2019 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2018-19. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2018-19's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from

or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

8. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

9. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

10. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

11. SEVERABILITY/WAIVER

11.1 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.

11.2 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.

12. 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. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

13. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

14. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

15. NOTICES

Any notices 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:

Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway, Room ECW-153,
Downey, CA 90242-2890

District:
Mailing Address is District Office

16. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

17. TUBERCULOSIS TESTING

Contractor's employees and or employees of subcontractors must have a current tuberculosis (TB) test to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

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

Both parties hereby certify under penalty of perjury under the laws of the State of California that District 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. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

21. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

22. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other

parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

23. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

24. 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.

25. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree 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.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 26.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 26.2 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.
- 26.3 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 21.2 above, of this certification;
- 26.4 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.

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.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

School Dist. Glendale USD (64568) Contract # C-18022

By *Patricia Smith*
Patricia Smith
Executive Director
Business and Finance

By _____

Typed or Printed Name

Date 4/13/18
Report 4/16

Title _____

Date _____

Date Approved
by Board, if Required _____

Contact Person _____

Title _____

Phone # _____

Email: _____

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year (2017-2018). Total accounts shall be defined as the total number of accounts for all funds on file on March 7, 2018.

It is estimated that the amount payable to LACOE for the FY 2018-2019 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Data entry through workstations • Chart of accounts to meet State reporting requirements • Balance by fund and resource • Online data entry and maintenance of chart fields • Edits for errors • Budget checking and appropriation control • Balanced set of accounting records • Year-end accruals | <ul style="list-style-type: none"> • Fully integrated with County offered modules • Audits trails • Wide selection of online reports • Commercial warrant processing • SACS Compliance |
|--|---|

Charge:

\$2.40	25330	=	\$60792	Plus	\$1.50	21760	=	\$ 32640
X					X			
	<hr style="width: 100%;"/>		<hr style="width: 100%;"/>		<hr style="width: 100%;"/>	<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
	Total ADA				Total No. of Accounts			

= Estimated General Ledger Charge

\$ 93432

Enter in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (FTE)	To (FTE)	Annual Fee
1	14,999	\$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		\$ 100,000

Charge: ADA N/A = \$ N/A
 (Enter in Exhibit C)

Purchasing:

Features:

- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online reports

Charge:

\$1.42 X 25330 = \$ 35968.6
 Total ADA Enter in Exhibit C

Inventory:

Features:

- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online reports

Charge: 25330
 \$1.42 X Total ADA = \$ 0
 Enter in Exhibit C

1099 REPORTING

LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
 - (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
 - (2) 1099 Vendor List
 - (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
 - (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: \$300/Year = \$ 300
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System for more than 100 Local Education Agencies.
- Issues with connectivity and support are handled by the LACOE Help Desk and the System Support units.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled *Schedule for PeopleSoft Financial System Training*.

Exhibit B- Basic Report Package (K.12)

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C/S	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C/S	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C/S	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL019C/S	Cumulative Detail Expenditure Report	
	LAGL819C/S	Cumulative Detail Revenue Report	
	LAGL919C/S	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C/S	Inventory Shortage Report	
	LAIN009C/S	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

Exhibit B- Basic Report Package (K.12)

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C/S	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C/S	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C/S	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C/S	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C/S	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C/S	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C/S	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C/S	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C/S	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

Exhibit B- Basic Report Package (K.12)

ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL023C/S	Monthly Expenditure Object Summary Report	
	LAGL024C/S	Monthly Revenue Summary Report	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
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	LAGL020C/S	Account List by Fund and Resource/Expenditure	
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	LAGL024C/S	Monthly Revenue Summary Report	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
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	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2018-2019 Worksheet
EXHIBIT C

District Name: Glendale Unified School District **District Number:** 64568

Exhibit A

1. General Ledger and Accounts Payable	\$ <u>93432</u>	
2. Interface General Ledger Districts	\$ <u>0.00</u>	
3. Inventory	\$ <u>0</u>	
4. Purchasing	\$ <u>35968.6</u>	
5. 1099 Reporting	\$ <u>300</u>	
Total Exhibit A		\$ <u>129700.6</u>

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

1. Daily (Online)
2. Weekly (Online)
3. Monthly (Online)
4. Quarterly (Online)
5. Annual (Year-End) – (Online)

Estimated TOTAL \$ **129700.6**

By _____
(Signature)

(Print/Type Name)

Title _____

Date _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Kent Smith, Director, Facility and Support Operations

SUBJECT: **Approval of Memorandum of Understanding with Davidian and Mariamian Educational Foundation for Rental of Unoccupied Space**

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Davidian and Mariamian Educational Foundation regarding rental of space at the Pacific Avenue Education Center.

The Davidian and Mariamian Education Foundation has requested to continue their rental of two classroom spaces for their main office and library at Pacific Avenue Education Center. The terms of the agreement are outlined in the Memorandum of Understanding.

Memorandum of Understanding
between
Glendale Unified School District
and
The Davidian and Mariamian Education Foundation

The Glendale Unified School District (“Owner”), will rent two classroom spaces (“Area”) to the Davidian and Mariamian Foundation (“Tenant”) at the Pacific Avenue Education Center (“Property”), located at 440 West Lomita Avenue, Glendale, CA 91204.

This Memorandum of Understanding (“MOU”) will outline the agreed terms between the Owner and the Tenant.

Rent (“Rent”) will be \$4,992.00 per year payable in twelve monthly installments of \$416.00 due on the first of each month. Owner may modify the Rent amount annually on the anniversary of this MOU. If Tenant defaults on its obligation to pay any Rent or other charges the Owner will begin proceedings to remove the Tenant from the Property as provided by law. Rent will begin July 1, 2018.

Tenant may not sublet Area or reserve the Multipurpose Room for any other organization.

The Tenant will be supplied with two keys to the Area, the parking gate, and the common restroom. Tenant has the right to use common areas next to the Area such as parking lot, restroom, and sidewalks.

The Tenant will use the Area as an office and library. The Tenant will have the ability to occasionally schedule the Multipurpose Room located on the Property for special events. These events can be scheduled at the Property through the Owner’s administrative staff. If the Tenant wishes to use the kitchen area in conjunction with the Multipurpose Room, they must obtain a permit from the Glendale Unified School District.

All custodial duties for the Area will be performed by the Tenant. Tenant is responsible for weekly disposal of any trash left outside of the Area. The Owner has the right to inspect the Area to ensure that the building is being maintained properly. Tenant may use trash dumpster on the property to dispose of trash.

The Tenant shall not modify cabinetry, walls, or windows on the exterior and/or interior of the Area without prior written consent of the Owner. Owner will allow the Tenant to display signage for their organization and will assist the Tenant to affix such signage to the building. All signage must be approved by the Owner. All costs for signage and mounting will be borne by the Tenant.

Owner will provide physical communications wiring to the Area. The Tenant is responsible for all connections and costs, one-time and ongoing, related to telecommunications and/or Internet service.

The Owner, on a regular basis, may find it necessary to work on the Area to complete warranty and other work on building structures. At those times, the Owner will inform the Tenant of the scope and time frame of such work as early as possible.

This MOU will be in effect from July 1, 2018, until terminated by the Owner or the Tenant based on the following terms. The Owner will allow Tenant to rent the Area until June 30, 2018, at which time the terms of this MOU will continue as a month-to-month agreement. If Tenant wishes to terminate the rent of the Area after June 30, 2019, it may do so for any reason by providing a 30 day notice to the Owner.

If the Owner wishes to terminate this MOU after June 30, 2019, it may do so for any reason by giving a 90 day notice to the Tenant. The Owner will strive to give the Tenant a longer notice if possible.

Tenant shall abide by all Owner rules regarding facility use. Tenant shall agree and sign the Owner's *Hold Harmless Agreement* and *Glendale Unified School District Rules and Regulations for Use of School Property for Public Purposes and as a Civic Center*.

Tenant shall obtain and keep in force a Commercial General Liability policy of insurance protecting the Tenant and Owner as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the ownership, use, occupancy, or maintenance of the Area and Property. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, and a separate endorsement which names the Glendale Unified School District as additional on the Tenant's liability insurance policy.

The terms of this MOU can be changed or modified by a mutually agreed-upon amendment.

Glendale Unified School District

Davidian & Mariamian Education Foundation

Signature

Signature

Date

Date

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 14

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

SUBJECT: **Approval of Agreement with Glendale Community College for Use of Facilities**

The Superintendent recommends that the Board of Education approve the facility use agreement with Glendale Community College for the 2018-2019 school year.

The proposed facility use agreement between Glendale Community College District and the Glendale Unified School District provides for the continued use of designated District classrooms for the College's Community Service Program.

As required by the agreement, the College will maintain full comprehensive public liability insurance, in an amount not less than \$10 million, insuring the Glendale Unified School District against all claims for injuries to persons or property occurring in, upon or about the rented premises.

The College will also provide supervision and security during the hours of use of District facilities.

AGREEMENT 2018-2019 - - GENERAL SERVICES

This Agreement, made and entered into this 5th day of June 2018 by and between the GLENDALE UNIFIED SCHOOL DISTRICT, 223 North Jackson Street, Glendale, California, hereinafter referred to as "Glendale Unified," and the GLENDALE COMMUNITY COLLEGE DISTRICT, 1500 North Verdugo Road, Glendale, California, hereinafter referred to as "Glendale College," both located in Los Angeles County, State of California.

The districts named as parties to this Agreement desire to cooperate with each other and enter into this Agreement pursuant to statutory authorization for the purpose of providing Glendale Unified School District facilities and services to Glendale Community College District as described in the following areas:

COMMUNITY SERVICES EDUCATION PROGRAM AND OTHER PROGRAMS OFFERED BY GLENDALE COMMUNITY COLLEGE DISTRICT

1. Use of classrooms at Glendale Unified Schools for Community Services Education Program.

Rate shall be \$23.00 per classroom per day, including lighting, heating, air conditioning, and custodial services. Air conditioning must be requested by Glendale College two (2) weeks prior to any usage. A minimum of three (3) classrooms per building shall be used unless there is a specific arrangement with site staff. Payment to be made for summer use in September, for fall semester use in January, and for spring semester use by June.

- Special Note:
- (1) For rental of classrooms at Hoover High School, an additional fee for HVAC operations at \$47.25 per hour for each hour, (3 hour minimum) will be charged.
 - (2) The District is currently assessing the impact on site custodial services associated with facility use by various Glendale College programs. In this regard, the District reserves the right to charge separately for those services as determined on a use-by-use basis.
 - (3) All fees are subject to change with a 45 days notice.

2. Use of other space will be billed at the regular Civic Center Group II Rate, as per Board Policy and Administrative Regulations 1330.
3. A Code of Conduct will be developed and maintained at all sites used by the College. The Code of Conduct will be developed by representatives of the Unified District and College, and will be the same for all sites. The use of tobacco products is prohibited on all Glendale Unified sites.
4. Glendale College will provide personnel to supervise the halls whenever students are present. There must be a site coordinator at each location, and that person must be available to perform duties as site coordinator while classes are in session. Buildings are to remain closed until supervising personnel are in attendance.
5. Glendale College will provide security service at its cost during hours of use at all Glendale Unified sites used.
6. Additional charges for custodial costs will be assessed if the College uses facilities on District holidays.

GENERAL CONDITIONS

1. Glendale College agrees to maintain in force during the term of this agreement at its own expense, full comprehensive public liability insurance insuring against all claims for injuries to persons or property occurring in, upon, or about the rented premises. Said policy shall have limits of not less than \$10,000,000 for injuries to person or persons and not less than \$10,000,000 for property damage. Glendale College shall, upon demand of Glendale Unified, supply Glendale Unified with a certificate of insurance of such policy and agrees to provide endorsement to such comprehensive liability policy or policies, showing Glendale Unified as an additional insured with respect to claims arising out of Glendale College's occupancy and use of the rented premises.
2. The period of this Agreement shall be from July 1, 2018 to June 30, 2019. The services listed herein may be cancelled at the end of any given month by either district with thirty (30) days prior written notice.
3. Consideration for renewal of a part or all of this Agreement for subsequent years must be made in sufficient time to renew or initiate a new contract forty-five (45) days prior to July 1, 2019.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed the day and year first written above.

GLENDALE UNIFIED SCHOOL DISTRICT

Date of Board action

By: _____
Stephen Dickinson
Chief Business and Financial Officer

GLENDALE COMMUNITY COLLEGE DISTRICT

Date of Board action

By: _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 15

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

SUBJECT: **Extension of Memorandum of Understanding with Glendale Young Women's Christian Association (YWCA)**

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Glendale Young Women's Christian Association (YWCA) for the rental of R.D. White parking lot for overflow parking.

On May 1, 2013, the Glendale Unified School District entered into an agreement with Glendale Young Women's Christian Association for one year for the rental of the R. D. White Elementary School parking lot for overflow parking, with an option to renew at the end of the one (1) year term (Basic Provisions "n").

The Glendale Young Women's Christian Association (YWCA) has requested to continue their rental of the parking lot.

MEMORANDUM OF UNDERSTANDING (MOU)

PARKING AGREEMENT

Property Name: R.D. White Parking Lot

THIS AGREEMENT is entered into this 1st day of July, 2018 by and between the **GLENDALE UNIFIED SCHOOL DISTRICT (GUSD)** ("Licensor"); and **GLENDALE YOUNG WOMEN'S CHRISTIAN ASSOCIATION (YWCA)** , ("Licensee").

WHEREFORE, Licensee has requested permission to use the R.D. White Elementary School parking lot for overflow parking, and

WHEREFORE, Licensor desires to accommodate Licensee and is willing to do so on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties promise and agree as follows:

1. BASIC PROVISIONS:

(a)	Licensor's Mailing Address	Facility & Support Operations Attn: Kent Smith, Director 333 W. Magnolia Avenue Glendale, California 91204
(b)	Licensor's Representative and Telephone Number	Kent Smith 818 242-0003 ext. 1105
(c)	Licensee's Mailing Address	YWCA 735 Lexington Drive Glendale, CA 91206
(d)	Licensee's Representative and Telephone Number	(818)245-1771
(e)	Licensee's Federal Tax ID No.	95-1644057
(f)	Licensed Property	744 East Doran Street Glendale, CA 91206
(g)	Commencement date of Term	July 1, 2018
(h)	Termination Date of Term	June 30, 2019
(i)	Permitted Use	Parking
(j)	Parking Spaces	Approx. 15 Parking Spaces
(k)	Days and Times	M-F (3PM – 9 PM) + (M-F After 8:30 AM if Spaces are available) + Weekends
(l)	Rent	\$600 per year
(m)	Security Deposit	N/A
(n)	Option To Renew	Option to renew at end of 1 year term.
(o)	Early Termination Option	Licensor or Licensee may terminate with 30 Days Written Notice without Cause
(p)	Licensor's Responsibilities	"Licensor's Responsibilities"
(q)	Licensee's Responsibilities	1) Licensee will be responsible to repair any damages caused by their use. 2) Licensee will be responsible for locking and securing the gate (i.e. after 9 PM & on weekends).

(r)	Parking Lot Maintenance	Licensor will provide necessary maintenance.
(s)	Parking Lot Closure for Maintenance	Licensor has the right to deny parking usage for maintenance or statute requirements. Licensor will give Licensee at least fifteen (15) days notice before closure.
(t)	Parking Lot Closure for School Events	Licensor has the right to deny parking usage for school events and school filming. Licensor will give Licensee at least twenty-four (24) hours notice before closure.
(u)	Facility Use Permit	This agreement excludes any special events sponsored by the Licensee that would require a facility use permit from the Licensor.

To the extent that the provisions of this section are inconsistent or conflict with any of the other provisions in this Lease, the provisions of this section shall control and the Lease is hereby modified accordingly.

2. **GRANT OF LICENSE; DESCRIPTION OF PREMISES:** Licensor hereby grants to Licensee a license to occupy and use, subject to all of terms and conditions of this Agreement, the R.D. White Elementary School Parking Lot.
3. **LIMITATION TO DESCRIBED PURPOSES:** The above described property may be occupied and used by Licensee solely for parking of passenger vehicles, motorcycles, motor scooters, and light trucks of Licensee, the Licensee's visitors, patrons, suppliers and other invitees of Licensee and for incidental purposes related to such purpose during the period commencing with the date of execution of this Parking License Agreement and continuing for the term shown in the Basic Provisions unless sooner terminated as provided in this Agreement. This license shall be a nonexclusive license. Licensor reserves the same right of parking for its members, licensees, employees, visitors, patrons, suppliers and other invitees.
4. **NO PARKING CHARGES OR BARRIERS:** No charge, fee, toll, levy, or expense should be required, laid, assessed, or made to or received from any business, any guest, customer, visitor, patron, supplier or other invitee by Licensee in connection with the use for ingress, egress or parking of the existing parking areas of R.D. White Elementary School hereinabove mentioned; nor shall any condition for the use for parking of the said parking area by any of the designated persons be required or imposed in connection with such use during the life of such license. Licensee must not erect any barriers or improvements of any kind whatsoever upon the R.D. White Elementary School's premises without the express written consent of Licensor.
5. **USE AND PROHIBITED ACTIVITIES.** Licensee shall use the Premises solely for the purposes shown in the Basic Provisions, unless Licensor gives its advance written consent to another use. Licensee shall not allow any of the following to be done or conditions to exist on the Premises: (a) any public or private nuisance; (b) any business, trade or activity which, in Licensor's sole opinion, is noxious, unreasonably noisy, or offensive; (c) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products, except the legal personal use or storage for legal personal use of drugs for medicinal purposes; (d) any gambling; (e) any conduct or

condition which, in Licensor's sole opinion, is illegal or morally offensive but not otherwise expressly mentioned above and, in such case, Licensee shall not be deemed in default of this lease if Licensee immediately eliminates such conduct or condition upon receiving written notice from Licensor to do so.

6. **INSURANCE:** Licensee hereby covenants and agrees to obtain from a reputable insurance company licensed to place insurance in California, a commercial general liability insurance policy furnishing coverage with limits of \$500,000.00 per occurrence, \$1,000,000.00 per aggregate, and to maintain such policy or policies in full force and effect during the entire term of this License Agreement. A Certificate of Insurance evidencing the insurance coverage described in this section shall be furnished by Licensee to Licensor. Licensor should be named as an additional insured on the policy of liability insurance furnished by Licensee pursuant to this section with respect to any activities engaged in pursuant to this Parking License Agreement.
7. **INDEMNITY:** Licensee covenants and agrees that it shall at all times defend, indemnify, save and hold harmless Licensor from and against any and all liabilities, losses, damages, expenses and charges, including, but not limited to, actions, claims, judgments, penalties, attorney's fees and costs of suit arising out of or connected in any way with the use of the Licensor's parking facilities by Licensee's teachers and staff.
8. **GOVERNING LAW:** It is agreed by and between the parties that this Parking License Agreement shall be governed by, construed, and enforced with the laws of the State of California.
9. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties relating to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
10. **MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
11. **NOTICES:** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified or Registered mail if sent to the respective address of each party as shown in the Basic Provisions.
12. **ATTORNEY'S FEES:** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.

- 13. **NONASSIGNABILITY OF RIGHTS:** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 14. **TERMINATION:** Anything to the contrary hereinabove set forth notwithstanding, Licensor reserves the right to terminate the nonexclusive parking license herein granted, upon thirty (30) days' prior notice given by Licensor to Licensee, with or without cause, of this Parking License Agreement. A written notice of Licensor shall be sufficient to stop further performance of this agreement.
- 15. **NO SUBROGATION:** Licensor and Licensee release each other and their respective representatives from any claims for damage to the premises and other improvements in which the premises are located and to the fixtures, personal property, Licensee's improvements and alterations of either Licensor and Licensee in or on the premises and the building or other improvements in which the premises are located that are caused by or result from risks insured under any insurance policies carried by the parties hereto and in force at the time of any such damage. Neither party shall be liable to the other for any damage caused by fire or any other risk insured against under any insurance policy required by this license agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

LICENSOR:

GLENDALE UNIFIED SCHOOL DISTRICT
 223 N. Jackson St.
 Glendale, CA 91206, Governmental Agency

By: _____
 Authorized Agent

Date: _____

LICENSEE:

YWCA
 735 Lexington Drive
 Glendale, CA 91206

By: _____

Its: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 16

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: **Extension of RFP No. P-9-15/16 for Relocation (Moving) Services**

The Superintendent recommends that the Board of Education extend RFP No. P-9-15/16 for relocation (moving) services with Beltmann Group and Mover Services, Inc.

The Board of Education, at its meeting on April 19, 2016, awarded Bid No. P-9-15/16 to Beltmann Group (Santa Fe Springs) and Mover Services, Inc. (Rancho Dominguez) for relocation services.

Both contractors have provided satisfactory services during the past two years for Planning, Development and Facilities, as well as Facility & Support Operation departments. Therefore, it is recommended to renew the contract with Beltmann Group and Mover Services, Inc.

Pursuant to California Education Code Section 17596, this bid may be extended up to five (5) years by mutual consent from the award date of April 19, 2016. Both contractors have requested to extend the existing contract for one additional year without any increase in price. This is the second renewal, granting the extension through June 30, 2019.

Funding for this service will continue to be provided from the General Fund (Fund 01.0) and Measure S program (Fund 21.1).

Bid details are available for review in the Procurement and Contract Services Department.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 17

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
SUBJECT: **Authorization to Dispose of Surplus Property**

The Superintendent recommends that the Board of Education declare the following items as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

- One 3-door refrigerator located at Rosemont Middle School
- 46 student desks located at Rosemont Middle School
- 10 vehicles located at Facility and Support Operations as follows:

VEH. #	LIC. NO.	SER. NO.	MAKE	YEAR	TYPE	DEPT.	ASSET NO.
2	E050821	1GCHG35R1T1035443	CHEV	1996	VAN	OPERATIONS	2055
4	E270430	1GCDM15ZXLB126989	CHEV	1990	VAN	REG. 1	2376
7	E273248	1GCCS14Z1L8139422	CHEV	1990	P-TRUCK	FASO	1584
11	E270424	1GCDM15Z8LB125825	CHEV	1990	VAN	REG. 2	1478
24	E1114014	1GCGG29R521138086	CHEV	2002	VAN	REG. 1	3074
40	E273247	1GCCS14Z1L8142420	CHEV	1990	P-TRUCK	AUTO SHOP	866
58	E050823	1GCHG35R3T1036934	CHEV	1996	VAN	REG. 1	85
59	E991704	1GTHG39R9W1028688	GMC	1998	VAN	REG. 1	1979
WH-83	E991702	1GTHG39R9W1025922	GMC	1998	VAN	WAREHOUSE	4364
91	1019858	1GTGC24R8XR705077	GMC	1999	P-TRUCK	GROUND	001490/006169

- Various furniture items located at Jefferson, La Crescenta, and Verdugo Woodlands Elementary Schools as listed on the attached.

Verdugo Woodlands Elementary School

Quantity	Description of Item	GUSD Bar Code	Location at Site	Condition
20	Teacher Desks	None	Portable Classrooms	Used/Poor
20	Teacher Chairs	None	Portable Classrooms	Used/Poor
40	File Cabinets	None	Portable Classrooms	Used/Poor
40	Wardrobe Cabinets	None	Portable Classrooms	Used/Poor
40	Book Shelves	None	Portable Classrooms	Used/Poor
40	Square Tables	None	Portable Classrooms	Used/Poor
20	Computer Carts	None	Portable Classrooms	Used/Poor
20	Kidney Tables	None	Portable Classrooms	Used/Poor
600	Student Desks	None	Portable Classrooms	Used/Poor
800	Student Chairs	None	Portable Classrooms	Used/Poor

Jefferson Elementary School

Quantity	Description of Item	GUSD Bar Code	Location at Site	Condition
8	Teacher Desks	None	Portable Classrooms	Used/Poor
8	Teacher Chairs	None	Portable Classrooms	Used/Poor
16	File Cabinets	None	Portable Classrooms	Used/Poor
16	Wardrobe Cabinets	None	Portable Classrooms	Used/Poor
16	Book Shelves	None	Portable Classrooms	Used/Poor
16	Square Tables	None	Portable Classrooms	Used/Poor
8	Computer Carts	None	Portable Classrooms	Used/Poor
8	Kidney Tables	None	Portable Classrooms	Used/Poor
240	Student Desks	None	Portable Classrooms	Used/Poor
320	Student Chairs	None	Portable Classrooms	Used/Poor

La Crescenta Elementary School

Quantity	Description of Item	GUSD Bar Code	Location at Site	Condition
14	Teacher Desks	None	Portable Classrooms	Used/Poor
14	Teacher Chairs	None	Portable Classrooms	Used/Poor
28	File Cabinets	None	Portable Classrooms	Used/Poor
28	Wardrobe Cabinets	None	Portable Classrooms	Used/Poor
28	Book Shelves	None	Portable Classrooms	Used/Poor
28	Square Tables	None	Portable Classrooms	Used/Poor
14	Computer Carts	None	Portable Classrooms	Used/Poor
14	Kidney Tables	None	Portable Classrooms	Used/Poor
420	Student Desks	None	Portable Classrooms	Used/Poor
560	Student Chairs	None	Portable Classrooms	Used/Poor

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 18

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Approval of Memorandum of Understanding with Glendale Police Department for Camera Access**

The Superintendent recommends that the Board of Education approve the Glendale Police Department's request to enter into a Memorandum of Understanding 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.

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, legal counsel for Glendale Police, and incorporates input received by the Board of Education at its meeting on May 15, 2018.

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.

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 response to a 911 call or other emergency situation to protect the health or safety of a student or other person and/or to protect District or school facilities.

- In response to a District request by Superintendent or designee.
2. After normal business hours, including weekends and holidays when students and staff are not expected to be on campus:
- For training purposes.
 - In response to a 911 call or other emergency situation to protect the health or safety of a student or other person and/or to protect District or school facilities.
 - In response to a District request by Superintendent or designee.

Following are examples of instances where camera access would be necessary and beneficial:

In response to a 911 call or other emergency situation to protect the health or safety of a student or other person and/or to protect District or school facilities

Active shooter, bomb threat, intruder on campus, or emergency response to assist with locating victims.

In response to a District request by Superintendent or designee

Suspicious package, unplanned fire alarms, burglar alarms after hours to avoid sending GUSD staff into an unsafe situation to investigate, or other unusual circumstances that in staff's mind might require an emergency response.

For training purposes

During training provided by GUSD staff and for periodic practice thereafter.

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. GPD will notify the Superintendent or designee when they have accessed the CCTV system.

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

Glendale Unified School District
Consent Calendar No. 18
June 4, 2018
Page 3

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.

**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:

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. Access by authorized username is automatically logged in the system and will be audited by GUSD staff to ensure GPD access is limited to the reasons stated below in Section IV, ACCESS PROTOCOLS.

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 response to a 911 call or other emergency situation to protect the health or safety of a student or other person and/or to protect District or school facilities;
 - 2. In response to a District request by Superintendent or designee.
- 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 response to a 911 call or other emergency situation to protect the health or safety of a student or other person and/or to protect District or school facilities;
3. In response to a District request by Superintendent or designee.

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.

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
City Manager

Date

GLENDALE POLICE DEPARTMENT

Carl Povilaitis
Chief of Police

Date

GLENDALE UNIFIED SHOOOL DISTRICT

Winfred B. Roberson, Jr.
Superintendent of Schools

Date

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 19

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

PREPARED BY: Dr. Nancy Hong, Coordinator, FLAG Program

SUBJECT: **Approval of Istation Reading Program for Spanish FLAG Elementary Classes**

The Superintendent recommends that the Board of Education approve the purchase of online licenses in the amount of \$21,600 for the Istation Reading Program for elementary school students in the Spanish FLAG program at Edison, Franklin, and Muir Elementary Schools.

The FLAG Spanish program at the elementary level will continue to use the iStation Reading program for the 2018-2019 school year. Like the iReady program, iStation is an interactive and comprehensive online tool designed to use assessments and progress monitoring checks to provide lessons that are adjusted for students' individual needs. In Kindergarten through Grade 2 where 90% or 80%, respectively, are taught in the target language, iStation is a resource that complements and enhances classroom learning. For Grades 3-6, iStation provides additional opportunities to practice receptive Spanish language skills in an engaging format.

The iStation Reading program is aligned to California State Standards and is intended for Spanish reading development covering the domains of phonemic awareness, phonics, vocabulary, and comprehension. The program also provides differentiated interventions and teacher resources with the potential to support schools with tailored curriculum supplements for each student to improve reading skills in Spanish.

The total cost of obtaining site licenses for iStation Reading en Español Program for Edison, Franklin, and Muir Elementary Schools will be \$21,600, based on enrollment numbers, and will be paid by Elementary Instruction funds.

Technology Services Compliance Agreement

This Technology Services Compliance Agreement (the "Compliance Agreement") is entered into on this 11th day of May, 2018 between **Istation**, located at 8150 N. Central Expressway, Suite 2000, Dallas, Texas 75206 ("Istation") and the **Glendale Unified School District**, located at 223 North Jackson Street, Glendale, California (the "LEA"). Istation and the LEA are individually a "Party" and collectively the "Parties."

WHEREAS, Istation is in the business of providing online and mobile e-learning programs (the "Technology Services") for students in grades PK through 12;

WHEREAS, the LEA desires to license access to and use of the Technology Services to supplement and enhance the learning of the students in its district (the "LEA Pupils"), in exchange for license fees previously agreed upon by the Parties;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Parties desire to have the transaction between them for access to and use of the Technology Services comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

I. TERMS AND TERMINATION

1.1 The terms and conditions of any purchase orders or other agreements between the Parties are incorporated herein by reference.

1.2 The cost of licenses to access and use Istation's Technology Services for the period covering August 1, 2018 through July 31, 2019 are incorporated in Quote No. 00034959 dated April 23, 2018.

1.3 Teacher, school and/or school districts that license or use the Technology Services must agree, before gaining access, to Istation's Terms of Service, a copy of which is attached hereto as Exhibit A. The terms and conditions of Exhibit A are incorporated herein by reference.

1.4 Istation's Terms of Service incorporate by reference its Privacy Statement, which governs the use and protection of certain personally identifiable information obtained from pupils, teachers, schools and/or school districts. The terms and conditions of Istation's Privacy Statement, attached hereto as Exhibit B, are also incorporated herein by reference.

1.5 If there is a conflict between this Compliance Agreement, on the one hand, and Istation's Terms of Service, Istation's Privacy Statement or any purchase orders or other agreements between the Parties on the other, the terms of this Compliance Agreement will control.

1.6 The term of this Compliance Agreement shall expire whenever the LEA terminates or chooses not to renew the agreement to provide the Technology Services, upon the payment of any outstanding licensing fees by the LEA to Istation.

II. PUPIL RECORDS AND CONTENT

2.1 The term "Pupil Records" means any information directly related to an LEA Pupil that is maintained by the LEA or acquired directly from the LEA Pupil through the use of instructional software or applications assigned to the LEA Pupil by a teacher or other LEA employee. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil), including aggregated de-identified information, used by Istation (1) to improve its educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of Istation's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

2.2 The term "Pupil Generated Content" means materials created by an LEA Pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of LEA Pupil content. "Pupil Generated Content" does not include LEA Pupil responses to a standardized assessment or practice exercise where LEA Pupil possession and control would jeopardize the validity and reliability of that assessment or exercise.

2.3 Pupil Records obtained by Istation from the LEA continue to be the property of and under the control of the LEA.

2.4 To the extent that any content generated by an LEA Pupil through the use of the Technology Services constitutes Pupil Generated Content, an LEA Pupil may retain possession and control of their own Pupil Generated Content by providing a written request to the LEA's Chief Technology Officer. The Chief Technology Officer will consider the request with Istation to retain possession and control of the content where feasible.

2.5 Istation does not support personal accounts for LEA Pupils to store Pupil Generated Content. To the extent that any content generated by an LEA Pupil through the use of the Technology Services constitutes Pupil Generated Content, an LEA Pupil may transfer Pupil Generated Content to a personal account by providing a written request addressed to the LEA's Chief Technology Officer detailing the content requested and the specific personal account to which such content shall be transferred.

III. PRIVACY AND DATA SECURITY

3.1 Istation shall not use any information in a Pupil Record for any purpose other than the provision of the Technology Services to the LEA, teachers, schools and LEA Pupils, including making results data available via download to teachers, schools and/or the LEA.

3.2 Parents, legal guardians, or eligible pupils (an LEA Pupil who has reached 18 years of age) may review any personally identifiable information in the LEA Pupil's records and correct erroneous information by providing a written request addressed to the LEA's Chief Technology Officer. The Chief Technology Officer will review the request to consider what personally identifiable information is available for review.

3.3 Istation shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to the following:

3.3.1 Use of industry standard Secure Sockets Layer ("SSL") technology to allow for the encryption of personally identifiable information in transit;

3.3.2 Use of secure servers, firewalls and strong password protocols;

3.3.3 Limiting access to Istations's database servers to authorized personnel; and

3.3.4 Designating and training responsible individuals at Istation on ensuring the security and confidentiality of Pupil Records.

3.4 In the event of an unauthorized disclosure of a Pupil Records, Istation shall provide written notification to the LEA's Chief Technology Officer of the unauthorized disclosure, in accordance with California Civil Code Section 1798.82(b). The LEA shall, in turn, report the unauthorized disclosure to any affected parents, legal guardians, or eligible pupils, as required by law.

3.5 Istation certifies that Pupil Records shall not be retained or made available to Istation upon termination or expiration of this Compliance Agreement. In order to ensure compliance with the aforementioned certification, within thirty (30) business days of termination or expiration of this Compliance Agreement, Istation will provide written notice that Pupil Records have been destroyed and are no longer in Istation's possession.

3.6 LEA agrees to work with Istation to ensure compliance with FERPA. To ensure such compliance, Istation will review, complete and agree to the LEA's Statement of Compliance Form for Third-Party Organizations and/or Vendors.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

Name:

Title:

Istation

Date:

Name: Kelly King, Ed.D.

Title: Assistant Superintendent,
Educational Services

Glendale Unified School District

Date:



Istation

Supporting Educators. Empowering Kids.
Changing Lives.

Bill to: Glendale USD/ Accounts Payable
223 N. Jackson St
Glendale, CA 91206

2000 Campbell Centre II
8150 North Central Expressway
Dallas, Texas 75206

Office: 214.237.9300
Toll Free: 866.883.7323
Fax: 214.291.5534

www.istation.com

SALES DEPARTMENT

Quote #: 00034959
Contact: Dr. Nancy Hong
Phone: 818.241.3111
Email: nhong@qusd.net
Quote created: 4/23/2018

Renewal Proposal for 2018-19:

Glendale USD

Campus: Franklin, Muir, and Edison Elementary

Subscription covered: 8/1/2018-7/31/2019

Product	QTY	Unit Cost	Discounted Cost	Total
Istation en Espanol (Muir/Edison)	2	\$7,700	NA	\$15,400
Istation en Espanol (Franklin)	1	\$6,200	NA	\$6,200
Grand Total			\$21,600	

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 20

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: **Approval of Course of Study Outlines for Use in Middle and High Schools in the Areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures**

The Superintendent recommends that the Board of Education approve 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) for use in middle and high schools in the areas of Career Technical Education, Visual and Performing Arts, and World Languages and Cultures.

The course of study outlines are submitted for approval 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 World Languages and Cultures 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: World Languages and Cultures

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 Floor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-855-7
- Certification Prep: Adobe Photoshop Creative Cloud, D. Michael Floor (author), The Goodheart-Willcox Company, Inc., ISBN 978-1-63126-857-1
- Certification Prep: Adobe InDesign Creative Cloud, D. Michael Floor (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-V₇-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

June 4, 2018

CONSENT CALENDAR NO. 21

TO: Board of Education

FROM: Winfred B. Roberson Jr., Superintendent

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

PREPARED BY: Felix Melendez, Executive Director, Secondary Education
Dr. Mary Mason, Executive Director, Elementary Education

SUBJECT: **Approval of Basic and Supplementary Textbooks for Use in Elementary, Middle, and High Schools in the Areas of Career Technical Education and World Languages and Cultures/FLAG**

The Superintendent recommends that the Board of Education approve basic and supplementary textbooks for use in elementary, middle, and high schools in the areas of Career Technical Education and World Languages and Cultures/FLAG.

The basic and supplementary textbooks are submitted for approval by the Board of Education. The books have been reviewed for content and evaluated by members of the Career Technical Education and World Languages and Cultures 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 books 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: World Languages and Cultures

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

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Department: World Languages and Cultures

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

June 4, 2018

CONSENT CALENDAR NO. 22

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

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

SUBJECT: **Approval for Renewal of E-Rate Consulting Services for 2018-2019 School Year**

The Superintendent recommends that the Board of Education approve the annual E-Rate consulting services with Nancy von Langen-Scott NvLS Professional Services, LLC for the 2018-2019 school year for an amount not to exceed \$26,000.00.

Funding subsidy is available from the Federal Education Rate (E-Rate) program, which allows districts to apply for discounted telecommunications, internet and network costs on an annual basis.

Applying for E-Rate funding is a complicated and timely process that includes submitting applications, attending trainings, creating RFPs, selecting vendors, and responding to inquiries and audits. For the past few years, GUSD has used NvLS Professional Services, LLC to manage the E-Rate application process. Using NvLS Professional Services, LLC ensures that GUSD's E-Rate applications adhere to the ever-changing rules and regulations, and maximize requested discounts by taking advantage of all eligible services available in the program. NvLS Professional Services, LLC helped GUSD receive over \$300,000 in telecommunications discounts for each of the past three years and approximately \$3 Million in discounts on equipment for the Measure S network infrastructure upgrade.

The current agreement ends June 30, 2018. It is recommended to renew the agreement with NvLS Professional Services, LLC to continue E-Rate consulting services for the 2018-2019 fiscal year in an amount not to exceed \$26,000. This service will continue to be funded by Educational Technology and Information Services (ETIS) budget, as was the original contract.

**Nancy von Langen-Scott
NvLS Professional Services, LLC**

11321 Legacy Terrace
San Diego, CA. 92131-3552

nancyvls@nvls-erate.com

Ofc: (858) 271-8585

Fax: (858) 271-0743

Cell: (858) 722-4456

The enclosed documents authorize NvLS Professional Services, LLC to file E-Rate documents for the Glendale Unified School District for a one-year time period of **July 1, 2018 - June 30, 2019**. There are three places for signatures: Contract, Certifications and General Letter of Agency (on your letterhead). Please be sure to sign in all three areas of the attached documents.

The **first signature** needed is in the NvLS Professional Services Contract document, which describes the services that NvLS Professional Services, LLC will perform and the fee schedule.

The **second signature**, included behind the contract, is for Certification clauses that are contained in the various E-Rate forms.

The **third signature** needed is on the General Letter of Agency, required by the Universal Services Administrative Company. Please cut and paste the attached document onto letterhead.

Please read, date and sign all of the documents above and email back to Nancy von Langen-Scott at nancyvls@nvls-erate.com.

Please let us know if you have any questions or concerns. These documents should be read, dated, signed, and returned via email to nancyvls@nvls-erate.com as soon as possible. Your prior contract expires 6/30/18. If you choose not to continue with us for Erate Consulting services, you will be charged \$150 per hour for any work performed after July 1, 2018. We will confirm with you your intentions for 2018-19 before proceeding with any work.

Thank you again for the honor of serving you.

Sincerely,

Nancy von Langen-Scott
Chief Executive Officer
NvLS Professional Services, LLC

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that the services listed on the FCC Form 486 have been, are planned to be, or are being provided to all or some of the eligible entities identified in the FCC Form 471 application(s) cited above. I certify that there are signed contracts covering all of the services listed on this FCC Form 486 except for those services provided under tariff or on a month-to-month basis. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named Billed Entity; that I have examined this request; and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the services receive an appropriate share of benefits from those services.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on the 471 application, that I have examined the request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposed of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act. 47 U.S.C. . §§ 502. 503(b), or fine or imprisonment under Title 18 of the United States Code. 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on the Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

I certify that, if required by Commission rules, the entity(ies) receiving discounted services under this FCC Form 486 are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service or I certify that no technology plan is required by Commission rules.

I certify that I and the entity(ies) I represent have complied with all program rules including recordkeeping requirements and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on Form 471 or 486 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I certify that as of the date of the start of discounted services, the recipient(s) of service represented in the Funding Request Number(s) on the Form 486 has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

- 16) In the event that the Client terminates this Agreement without cause, the Client agrees to compensate NvLS Professional Services, LLC for all work, service fees, and reimbursable expenses completed prior to the date of termination, and release NvLS PS from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

Glendale Unified School District District will provide the following:

- 1) A signed and dated general Letter of Agency, required by USAC (attached).
- 2) A signed and dated AT&T Letter of Agency, if using their services (to be sent later).
- 3) Billing invoices and information in a timely manner, requested by NvLS Professional Services, LLC (NvLS PS) in order to submit E-Rate forms and answer SLD questions. NvLS PS will not verify the accuracy of these documents or information and is basing applications on the information provided by the school/district.
- 4) A primary and secondary contact person with whom NvLS PS will communicate.
- 5) Relevant information and records for ten years from the last day of service as stipulated by the USAC program.
- 6) The school/district will be billed twice a year: in October/November and April/May and agrees to pay within 30 days or the next scheduled check run for payment. Late fees will be assessed after 45 days.
- 7) The school/district understands that all E-Rate related documents needed for filing the Erate Form 470 and/or Form 471, including CALPAD's figures, school site addresses, Vendor Invoices, RFP information, Bid Selection Criteria, budget, Item 21 information and counter-signed contracts and any other relevant documentation are to be received in a timely manner prior to the Erate Window deadlines.
- 8) If the school/district or their Vendors have not provided the relevant documentation at least 2 weeks before the E-rate deadline, the school/district could be assessed an additional 10%.
- 9) There can be penalties charged if documentation is not provided in a timely manner. We do not guarantee that your Erate applications will be filed if the documents are received less than one week prior to the Erate Window close.

Fees:

<p>Category One Filing of 470, 471, 486, 500 and 472 forms and Consultation, PIA's, Appeals, other USAC Communications, CTF Applications, Vendor ESL, Data Gathering and Designation forms associated with Category One Services (Telecommunications and Internet access)</p>	<p>\$20,000</p>	<p>July 1, 2018 - June 30, 2019</p>
<p>Category Two (Internal Connections, Basic Maintenance of Internal Connections, Managed Broadband) Any work associated with Category Two services, regardless of year, including 470, 471, 486, 500 and 472 forms, Consultation, PIA's, Appeals, other USAC Communications, Vendor Documentation, Data Gathering and Designation forms associated with Category Two Services</p>	<p>\$150.00/hour Not To Exceed 40 hours</p>	<p>July 1, 2018 – June 30, 2019</p>
<p>Extensive PIAs or Appeals, Payment Quality Assessment, Selective Reviews, Audits</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>RFP Assistance</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>Other requests from USAC or school/district</p>	<p>\$150.00</p>	<p>Per Hour</p>

This contract is in effect from July 1, 2018 until June 30, 2019.

 Signature

Nancy von Langen-Scott

Chief Executive Officer
 NvLS Professional Services, LLC

 Date

 Signature

 Name

 Title
 Glendale Unified School District

 Date

Section II: Certifications (from the required E-Rate forms)

I certify that the entities listed on the E-Rate application are eligible for support because they are schools under the statutory definition of elementary and/or secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. 7801 (18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on the 471 application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

I certify that I have considered what financial resources should be available to cover these costs.

I certify that the entities I represent or the entities listed on the application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year.

I certify that the Billed Entity will pay the non-discounted portion of the cost of the goods and services to the service provider(s).

I certify that if applicable I will post my Form 470 and (if applicable) make any related RFP available for at least 28 days before considering all bids received and selecting a service provider.

I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of your certification) after the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

Regarding the Form 472 (Billed Entity Applicant Reimbursement Form-BEAR), the discount amounts listed represent charges for eligible services or equipment delivered to and used by eligible schools, libraries or consortia of those entities for educational purposes, on or after the service start date reported on the associated FCC Form 486.

The discount amounts listed on the BEAR form were already billed by the Service Provider and paid for by the Billed Entity Applicant on behalf of eligible schools, libraries, and consortia or those entities.

The discount amounts listed on the BEAR form are for eligible services and/or equipment approved by USAC pursuant to a Funding Commitment Decision Letter (FCDL)

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

Section I: NvLS Professional Services, LLC (NvLS PS) will prepare and submit the appropriate E-Rate forms, documentation, and reviews for the Glendale Unified School District from July 1, 2018 – June 30, 2019.

NvLS Professional Services, LLC (NvLS PS) will provide E-Rate assistance to the School/District as follows:

- 1) Prepare and file current 470, 471, 472, 486 and 500 forms for the school/district, meeting all of the E-Rate requirements and deadlines.
- 2) Notify school/district of E-Rate updates, changes and developments.
- 3) Work with the school/district to familiarize their staff with the E-Rate process.
- 4) Work with school/district to identify new products or services that they may want to include in new E-Rate applications.
- 5) Work with school/district to coordinate RFP or procurement process.
- 6) NvLS PS does not provide legal services. NvLS PS provides E-Rate technical and administrative services only.
- 7) NvLS PS is not liable for any direct, indirect, incidental, special or consequential damages, including the loss of funding. In the event that the school/district wishes to discontinue E-Rate consulting services, NvLS PS is not responsible nor will they pay for the procurement or expense of substitute consulting services.
- 8) File Service Provider forms (i.e. Existing Services, Data Gathering Forms and Designation forms) with the vendors to request monthly credits or annual reimbursement checks.
- 9) Answer PIA (Program Integrity Assurance) questions from the Universal Service Administrative Company's Schools and Libraries Division (USAC/SLD) regarding current applications.
- 10) Prepare or assist preparing responses to other E-Rate forms or requests for information.
- 11) Assist school/district with previous years' applications and collection of past funding approvals not yet received.
- 12) File updates with service providers when school/district notifies NvLS PS of new services.
- 13) File California Teleconnect Fund applications and updates when school provides new service information.
- 14) Term of Agreement:
The term of the Agreement shall be in effect beginning July 1, 2018 and ending June 30, 2019.
- 15) Termination of Agreement – Without Cause
The Client and/or NvLS Professional Services, LLC may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

To the best of my knowledge, these certifications are true.

Signature

Name

Title

Glendale Unified School District

Date



GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson St., Glendale, California 91206-4380

Telephone: 818-241-3111, Ext. 577 • Fax: 818-552-4108

**Educational Technology
& Information Services**

May 29, 2018

To Whom It May Concern:

Re: E-rate Letter of Agency

Glendale Unified School District authorizes Nancy von Langen-Scott of NvLS Professional Services, LLC and her staff to submit all FCC E-rate forms and communications for the school/district for the time period of July 1, 2018 - June 30, 2019. NvLS Professional Services, LLC and her staff should have access to all telecommunications records for this current and past E-rate funding years.

Sincerely,

Stephen Dickinson
Chief Business and Financial Officer
Glendale Unified School District
223 N. Jackson St.
Glendale, CA 91206
(818) 241-3111

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 23

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: **Approval of New or Revised Board Policies Relating to Instruction and Business and Noninstructional Operations**

The Superintendent recommends that the Board of Education approve new or revised 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 recommends 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.

Upon approval of the policies, updates to accompanying Administrative Regulations will be made as needed following current District procedures.

Copies of the 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: 06/04/2018

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. 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

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)

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.

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

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.

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

Cafeteria Fund

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

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

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

Business and Non-Instructional Operations

Nutrition Services Operations/Cafeteria Fund

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

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

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; 06/04/2018

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.
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)

Business and Non-Instructional Operations

Free and Reduced Price Meals

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data.
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 Code 49557.2, 49557.3, 49558)

Business and Non-Instructional Operations

Free and Reduced Price Meals

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; 06/04/2018

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 24

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: Acceptance of DonorsChoose Award

The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support a project submitted by Hoover High School.

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 project was submitted and awarded by DonorsChoose:

Hoover High School – Martin Rhees, Teacher

Project: Award Winning Marching Band on its Last String...Literally!

This project was awarded five sets of Spirocore ¾ size Double Bass strings valued at \$1,610.36. The items will be used to replace the strings on five string basses for the school's award-winning marching band. Replacing the previous old, worn out strings will help students practice and transform their lives as musicians with the goal of earning more awards for Hoover High School.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 25

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Approval of Amended Agreement with the Los Angeles County Sheriff's Department for Law Enforcement Services**

The Superintendent recommends that the Board of Education approve an amended agreement with the Los Angeles County Sheriff's Department to increase the existing agreement by \$14,853.90. The agreement provides additional law enforcement services, which include, but are not limited to, a School Resource Officer (SRO) at Rosemont Middle School and Crescenta Valley High School.

At its meeting of August 15, 2017, the Board of Education approved an agreement with the Los Angeles County Sheriff's Department for law enforcement services in the amount of \$154,211.04. The agreement was prepared pursuant to appropriate Education Code Section 35160 and State of California Government Code Sections 26227 and 53060, and provides for Sheriff personnel to work on the Rosemont Middle School and Crescenta Valley High School campuses.

The approved agreement was effective for two years (from July 1, 2017 through June 30, 2019), unless sooner terminated or extended in whole or in part. The existing contract needs to be increased by \$14,853.90 to account for adjusted Sheriff Department employee salaries. The total cost for the Glendale Unified School District for the 2018-19 school year is \$169,064.94, and will be paid from Violence Prevention funds. The agreement, however, is in the amount of \$194,064.94, of which \$25,000 will be paid by the 5th District through the JAG Fund as has been done in the past.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

SCHOOL DISTRICT: Glendale Unified School District

FISCAL YEAR: 2018-2019 EFFECTIVE DATE: 1-Jul-18

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT	0.8679	0.8679	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
Crescenta Valley	CRESCENTA VALLEY HS/ Rosement Middle School	0.8679			
	Paid by 5th District through JAG Fund (Not to exceed \$25,000)	0.1321			

REPORT PREPARED BY: Sergeant Rudy Sanchez DATE: 7/1/2018

APPROVED BY: _____ DATE: _____
STATION COMMANDER

APPROVAL BY: _____ DATE: _____
SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____ DATE: _____

BILLING MEMO REQUIRED:	NO YES		DATE SENT TO CHIEF'S OFFICE: _____
"BLUE" REQUIRED:			

HOURS OF SERVICE & CHARGES
Glendale Unified School District

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL UNIT COST	LIABILITY @ 3 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
SWORN ITEMS									
Deputy Generalist, 40 hour non relief	189,124	0.8679	164,140.72	4,924.22	169,064.94	1789	1,553	93,160	0.8679
Deputy, Bonus 1, 40 hour non relief	204,687	0	0.00	0.00	0.00	1789	0	0	0.0000
Sergeant, 40 hour non relief	243,121	0	0.00	0.00	0.00	1789	0	0	0.0000
			\$ 164,140.72						
			LIABILITY @ 3% =	\$ 4,924.22					
			TOTAL ESTIMATED COST		\$ 169,064.94				
						HOURS	MINUTES	PERSONNEL	
						DEPUTY 1,553	93,160	0.8679	
						DEPUTY, B-1 0	0	0.0000	
						SGT 0	0	0.0000	

REV. 6/16

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 26

TO: Board of Education

FROM: Winfred B. Roberson, Jr., Superintendent

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

SUBJECT: **Service Agreement with ChildCare Careers, LLC dba The Education Team**

The Superintendent recommends that the Board of Education approve a Service Agreement between Glendale Unified School District and ChildCare Careers, LLC dba The Education Team and that the Assistant Superintendent, Human Resources, be authorized to execute the Agreement.

This Agreement will commence on June 5, 2018 through June 30, 2020, and may be terminated by either party at any time.



ChildCare Careers
THE SOURCE FOR CHILD CARE STAFFING

Service Agreement

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC** (hereafter "CCC") and "Customer" (named below). CCC and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from CCC. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.
2. Customer will pay the four (4) hour minimum if a request for service from CCC is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to the **ChildCare Careers office**. Notice to the temporary personnel is not adequate.
3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. CCC will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.
4. Customer will promptly pay all invoices for services rendered according to the then current CCC fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.
5. Customer will instruct and supervise the CCC employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize CCC employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business. All CCC employees obtain fingerprint clearances and health screening reports (TB clearance) as part of the onboarding process.
6. Customer acknowledges that CCC has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through CCC), a current or former CCC employee introduced to Customer by CCC (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay CCC a placement fee according to CCC's then current fee schedule. Customer will notify CCC in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through CCC. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from CCC does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.
7. In any action or proceeding involving a dispute between CCC and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. The term of this agreement shall be June 5, 2018 through June 30, 2020 and may be terminated by either party at any time. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by CCC, and a binding agreement created between CCC and Customer on the terms set forth herein, upon CCC providing its employees to Customer.

Entity Name (Customer): Glendale Unified School District
Full Legal Name of Entity (Name of Corporation, LLC, or Partnership. NOT the trade name of the school.)

By: _____ Title: Assistant Superintendent, HR
Signature

Print Name: Cynthia M. Foley, Ed.D. Date: June 5, 2018
Authorized Representative of Customer (Print Name)



ChildCare Careers

EMPLOYEE'S NAME: _____

CHECKLIST FOR EMPLOYEE'S FOLDER - CALIFORNIA

Group I:
(Employee Folder)

- _____ 1) Transfer Request Form (LIC 9182) **or**
TrustLine Transfer Request form (TLR 3)
- _____ 2) Sample Transfer Request Form
- _____ 3) Photo I.D sheet

Group II:
(Employee Folder)

- _____ 1) Health Screen & TB Test Report (LIC 503)
- _____ 2) Tdap & MMR Physician Verification or Exemption Card/Letter
- _____ 3) Influenza Verification or Declination Form
- _____ 4) Official ECE Transcript
- _____ 5) *(If applicable)* Child Development Permit
- _____ 6) F/P Clearance Printout from TrustLine **and** Transfer Request.
- _____ 7) Criminal Record Statement (LIC 508)
- _____ 8) Child Abuse Index (LIC 198A)
- _____ 9) Statement for Child Abuse Form (LIC 9108)
- _____ 10) Child Abuse Mandated Reporter Training Certificate
- _____ 11) Personnel Record (LIC 501)
- _____ 12) Employee Rights (LIC 9052)
- _____ 13) *(If applicable)* Copy of CPR & First Aid
- _____ 14) Time Cards

Employee File Page Count (Incl. Checklist): _____

Group III:
(Red Folder /
Empl. Handbook)

- _____ 1) Zero Tolerance Policy (Orange copy)
- _____ 2) Referral Bonus Program
- _____ 3) Schedule & Travel Radius Form
- _____ 4) *(If applicable)* Trustline Change of Address
- _____ 5) Workers' Compensation Notice - "Your WC Benefits"
- _____ 6) Payroll Instructions
- _____ 7) Holiday Schedule

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ChildCare Careers, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see Instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2000 Sierra Point Pkwy, Suite 702	Requester's name and address (optional)
6 City, state, and ZIP code Brisbane, CA 94005	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

or

Employer identification number					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">26</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">0218</td> <td style="width: 25%; text-align: center;">260</td> </tr> </table>	26	-	0218	260	
26	-	0218	260		

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 12/13/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-4 OP ID: AV

DATE (MM/DD/YYYY)
06/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pleasanton Valley Insurance Lic #0B07066 6602 Owens Drive, Suite 200 Pleasanton, CA 94588 Adam Rudick	CONTACT NAME: Adam Rudick PHONE (A/C, No, Ext): 925-462-2111 E-MAIL ADDRESS: certs@pvigroup.com	FAX (A/C, No): 925-462-2113
	INSURER(S) AFFORDING COVERAGE	
INSURED ChildCare Careers, LLC 2000 Sierra Point Pkwy, #702 Brisbane, CA 94005	INSURER A: Philadelphia Indemnity Ins.	NAIC # 18058
	INSURER B: Everest National Insurance Co.	NAIC # 10120
	INSURER C:	
	INSURER D:	
	INSURER E:	

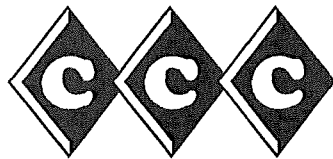
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retrodate 7-20-07 <input checked="" type="checkbox"/> Prof-Ded \$100,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			PHPK1662161	06/11/2017	06/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1662161	06/11/2017	06/11/2018	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ProfLimit \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB586259	06/11/2017	06/11/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CA10001218-171	06/11/2017	06/11/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: CA, IL, TX, GA, FL, NJ, OH & PA

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	EVIDENC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Wayne M Rudick</i>



ChildCare Careers

THE SOURCE FOR CHILD CARE STAFFING

Corporate Office: 2000 Sierra Point Pkwy, Suite 702 • Brisbane, CA • 94005

Orders: (877) 222-6070 • Inquiries: (877) 888-4173

California

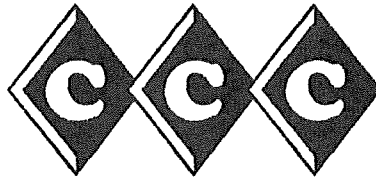
PERMANENT PLACEMENT FEES

**** Effective August 1, 2015 ****

Employee Category	Minimum Qualifications	Placement Fee
• Teacher's Aide	• 0 to 5 ECE units	\$1000
• Assistant Teacher	• 6-11 ECE units OR • Assistant Teacher Permit*	\$1500
• Experienced Teacher	• 12+ ECE units OR • Associate Teacher Permit*	\$2000
• Teacher Permit (No degree)	• Teacher Permit*	\$2300
• AA Degree	• AA Degree (in any field) AND • Teacher Permit* or higher	\$2500
• BA Degree	• BA Degree or higher (in any field) AND • Teacher Permit* or higher	\$3000

** Permits refer to Child Development Permits from the California Commission on Teacher Credentialing*

NOTE: Placement fees are non-refundable, regardless of the duration of employment.



ChildCare Careers

THE SOURCE FOR CHILD CARE STAFFING

PERMANENT PLACEMENT OPTIONS

ChildCare Careers (CCC) has spent considerable effort and expense in the recruitment, screening, and placement of its employees and we incur a material economic loss when they are no longer available to us for temporary assignments. Per our Service Agreement, Customers are required to notify CCC of their desire to hire a CCC employee prior to discussing the matter with the employee.

CCC offers two options for permanent placements.

1. Immediate Placement

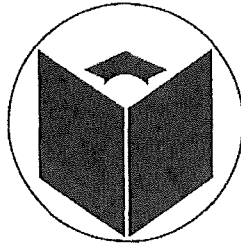
- a) If you are a new customer and would like to screen resumes and conduct interviews, this option is ideal for you. You can place your Permanent Placement Order with your Placement Coordinator. A CCC recruiter will contact you regarding your requirements. You will receive resumes for qualified candidates, interview the candidates at your convenience, and inform the recruiter once you decide to hire a candidate. The employee can be placed on your payroll immediately upon payment of the placement fee according to CCC's then current fee schedule. This fee is non-refundable regardless of how long the employee remains employed by the Customer.
- b) If you are an existing customer and would like to hire a substitute that you have already tried at your center, inform your Placement Coordinator so that a Permanent Order can be processed. The employee can switch to your payroll immediately upon receipt of payment the placement fee according to CCC's then current fee schedule. This fee is non-refundable regardless of how long the employee remains employed by the Customer.

2. Temp-To-Perm Conversion

Place your order with your Placement Coordinator stating your requirements and requested schedule. Your Placement Coordinator will match and place a qualified employee according to your requirements and provided schedule. All substitutes come with their paperwork so you can review their credentials when they arrive at your center. Observe the prequalified employee on the job for 12 weeks. At the end of the 12 weeks, the placement fee is waived and the employee is switched to your payroll.

Temp-to-Perm Terms: The employee remains on CCC's payroll for a contiguous period of 12 weeks while working for at least 20 hours per week at the Customer's facility. The Customer pays for the employee at the then current CCC temporary hourly rate for the 12-week period. The employee then switches to the Customer's payroll and CCC waives the placement fee. The 12 week period does not commence until after the Customer notifies us in writing of their desire to begin a Temp-To-Perm conversion. The start date may not be backdated. In the event the employee takes any days off during the 12 week period (e.g. sick days, vacation, etc.) the ending date is adjusted accordingly. During the 12 week period the Customer may switch out an unsatisfactory employee for a different employee (if available) without restarting the 12 week period.

Please do not hesitate to contact your Placement Coordinator at (877) 222-6070 if you have any questions.



THE EDUCATION — TEAM —

Corporate Office: 3450 Wilshire Blvd, Suite 320 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

California

PERMANENT PLACEMENT FEES

Employee Category	Minimum Qualifications	Placement Fee
• After School Teacher	• Minimum 48 semester units in any course	\$1500
• Degree Only	• Bachelor's Degree or higher	\$2500
• Degree + CBEST or CSET	• Bachelor's Degree or higher <i>and</i> • CBEST or CSET	\$2500
• 30-Day Sub Permit	• Bachelor's Degree or higher <i>and</i> • 30-Day Substitute Teacher Permit	\$2500
• Multi-Subject Credential	• Bachelor's Degree or higher <i>and</i> • Multiple Subject Credential	\$3000
• Single-Subject Credential	• Bachelor's Degree or higher <i>and</i> • Single Subject Credential	\$4000

NOTE: Placement fees are non-refundable, regardless of the duration of employment.

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDER NO. 27

TO: Board of Education
FROM: Winfred B. Roberson, Jr., Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Kristine Nam, Communications Director
SUBJECT: **Approval of Agreement with Rob Wiltsey Creative Partners LLC**

The Superintendent recommends that the Board of Education approve the agreement with Rob Wiltsey Creative Partners, LLC for videography to enhance the GUSD brand and build community awareness for an amount not to exceed \$25,200.

Services agreement with Rob Wiltsey Creative Partners, LLC will support the implementation of LCAP Priority 3: Increase Engagement by assisting the district in developing videos to market various important district initiatives to the community. The total contract covers the cost of six 3-5 minute videos (\$4,000 per video) and accompanying short social media clips extracted and polished from the full videos (\$100 per video clip).

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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 1st day of July, 2018 by and between the Glendale Unified School District, ("District") and Rob Wiltsey Creative Partners, LLC a corporation, whose place of business is Glendora [City], herein referring to as ("Contractor"), (together, "Parties").

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2018 and will diligently perform as required and complete performance by June 30, 2019
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Twenty Five Thousand Two Hundred dollars (\$ 25,200) 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, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph does not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; 3) is received from, or was made available to, a third party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its consent to such disclosure.

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Public Information Office

Contractor:

Rob Wiltsey Creative Partners LLC
440 E. Route 66
Glendora, California 91740

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

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

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

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

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

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

SIGNATURE PAGE

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

Company Name Rob Wiltsey Creative Partners, LLC

By: [Signature] Title: Founder
Signature _____ Title: _____
Rob Wiltsey _____ Dated: 5/23/18, 20__
Print Name _____

By: _____ Title: _____
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: 440 E. Route 66
Glendora, California 91740
Telephone: 626 533-0334
Facsimile: _____
E-Mail: rob@robwiltsey.com

81-2304990:
Employer Identification and/or
Social Security Number

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

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

Glendale Unified School District

By: _____ Date: _____

Print Name: Stephen Dickinson

Print Title: Chief Business & Financial Officer

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Contractor may provide the following General Services:

Video production of 6 videos 3 - 5 minutes and up to 12 short Social Media clips

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

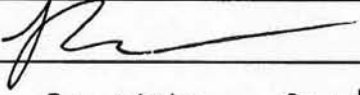
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 5/23/18

Name of Contractor: Rob Wiltsey Creative Partners, LLC

Signature: 

Print Name and Title: Rob Wiltsey, Founder

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

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: Rob Wiltsey

Title: Founder

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: 5/23/18

Name of Contractor or Company: Rob Wiltsey Creative Partners, LLC

Representative's Name and Title: Rob Wiltsey, Founder

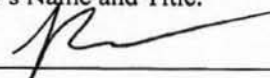
Signature: 

EXHIBIT "C"

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

(Public Contract Code section 7106)

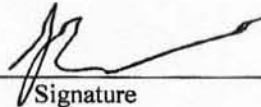
The undersigned declares:

I am the Rob Wiltsey of Rob Wiltsey Creative Partners, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/23/18 [date], at Glendora [city], California [state].



Signature

Rob Wiltsey

Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

I am a representative of the Rob Wiltsey Creative Partners, LLC ("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.

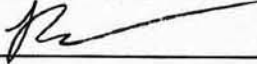
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 5/23/18

Name of Contractor: Rob Wiltsey Creative Partners

Signature: 

Print Name and Title: Rob Wiltsey, Founder

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

GLENDALE UNIFIED SCHOOL DISTRICT

June 4, 2018

CONSENT CALENDAR NO. 28

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. M. Carmen Jimenez wishes to donate to the District \$70.00 to be used to support the F.A.C.T.S Program.
- b. Patricia Vakian-Yoho wishes to donate to the District \$24.00 to be used to support the F.A.C.T.S Program.
- c. Parents and Community for Fremont School wish to donate to the District \$1,336.30 to be used to purchase instructional materials and supplies for use at Fremont Elementary School.
- d. Arnold Tadevosian DBA: Aiem Electric wishes to donate to the District \$50.00 to be used to purchase instructional materials and supplies for use at Fremont Elementary School.
- e. Glendale High School PTSA wishes to donate to the District \$500.00 to assist with graduation expenses and supplies at Glendale High School.
- f. Frank Weigand wishes to donate to the District a Dell 3200MP projector and screen for use at Lincoln Elementary School.
- g. Foothill Ice LLC wishes to donate to the District \$190.00 to be used to purchase instructional materials and supplies for use at Monte Vista Elementary School.
- h. Armenian Parents Club wish to donate to the District \$2,000.00 to be used to purchase instructional materials and supplies for use at Rosemont Middle School.
- i. Dignity Health wishes to donate to the District \$100.00 to be used to purchase instructional materials and supplies for use at Rosemont Middle School.
- j. Korean Parents Club wish to donate to the District \$1,000.00 to be used to purchase instructional materials and supplies for use at Rosemont Middle School.

- k. Westat wishes to donate to the District \$200.00 to be used to purchase instructional materials and supplies for use at Rosemont Middle School.