

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

BOARD OF EDUCATION
AGENDA

May 17, 2022
Meeting No. 21
Regular Meeting

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

**BOARD OF EDUCATION MEETING NO. 21
Administration Center**

May 17, 2022

“Preparing our students for their future.”

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

Please Note Times	
5:00 P.M. -	Opening, Acknowledgements and Recognitions Presentations Student Board Member Report Public Communications
	Closed Session
8:00 P.M. -	Regular Meeting Superintendent’s Updates Information, Action, Consent Calendar, Reports

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

AGENDA

ITEM

PAGE

A. OPENING – 5:00 P.M.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance led by Ellie Suh, a 12th grade student at Verdugo Academy 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 bulletin boards in the Administration Center and the Glendale Unified School District website 72 hours prior to this meeting.

- 4. Approval of Agenda Order**

B. ACKNOWLEDGEMENTS AND RECOGNITIONS

1. Verdugo Academy Associated Student Body Students

The Board of Education would like to recognize the Associated Student Body leaders at Verdugo Academy for providing a prom for College View students.

2. Clark Magnet High School Students Participate in the FIRST 2022 Championship

Fifteen students participated in the FIRST 2022 Championship in Houston, Texas. This five-day event was a culminating, international experience for the youth robotics competition season. After ranking #1 in the Los Angeles Regional, Team 696 made it to the international competition where they made it to the quarterfinals, ranking #24 with a record of 7-5-1.

3. Clark Magnet and Crescenta Valley High School Students Compete in the 55th Annual SkillsUSA State Championships

Clark Magnet and Crescenta Valley students competed at the Skills USA State Competition in Ontario California. Clark Magnet Students received a total of 9 medals including 2 gold, 5 silver, and 2 bronze. Crescenta Valley High Students received a total of 9 medals including 4 gold, 3 silver and 2 bronze medals.

4. Classified School Employees Week

The week of May 15-21, 2022 is recognized as Classified School Employees Week. The Board of Education recognizes the many important roles classified school employees contribute towards the success of students within Glendale Unified.

C. PRESENTATIONS

1. Classified Service Awards

10

Each school year, the District recognizes our classified employees who are observing service anniversaries of five (5) year increments beginning in the tenth year of service. This year, we will be recognizing classified employees who have achieved an anniversary of 10, 15, 20, 25, 30, and 35 years of service as of April 1, 2022.

2. National Mental Health Month

The month of May is recognized as National Mental Health Month. Mental Health providers play an important role in maintaining the wellness of students, as well as providing valuable resources on mental health related issues for staff, parents, and the community.

3. CalFresh Awareness Month

The GUSD CalFresh Healthy Living team will provide an overview of the CalFresh grant and share program impact to date at Cerritos Elementary School, Jefferson Elementary School, Mann Elementary School, Marshall Elementary School and Roosevelt Middle School.

D. STUDENT BOARD MEMBER REPORT

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

E. COMMUNICATIONS FROM THE PUBLIC

1. ADDRESSING THE BOARD OF EDUCATION – An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Individuals wishing to participate in public communication at Board meetings may do so in person or via Zoom. Instructions for public communication are included below. Not more than five minutes may be allotted to each speaker and no more than 20 minutes to each subject, except by unanimous consent of the Board of Education. A speaker's allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review. A student's parent/guardian, or a student if age 18 or older, may request that the minutes exclude the student's directory information, as defined in Education Code 49061, or a parent/guardians' personal information, as defined in Education Code 49073.2. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. Glendale Unified School District will provide accommodations, with reasonable advance notice, for any individual with a disability or any individual requiring translation needing to address the Board of Education during Public Communication. Please contact the Glendale Unified Public Information Office at (818) 241-3111 x1218 or publicinfo@gusd.net at least 24 hours before the start of the meeting to request.

Instructions for In-Person Communication

1. A visitor log/sign-in sheet and comment cards for public communication will be available outside the District office shortly before the start of the public meeting.
2. All visitors, whether speaking or not, will be required to complete a health screening and sign the visitor log, including their full name, time and date, and an email address and/or phone number where they can be reached should contact tracing be necessary.
3. Face masks must be worn covering the nose and mouth at all times for all visitors, including individuals speaking during public communication.
4. Visitors wishing to speak during public communication should complete a comment card and select if they wish to address the Board regarding a specific agenda item/subject or a non-agenda item.
5. After a speaker completes their public comment or if the time allotted has been reached, the speaker will be asked to return to their seat.
6. Comment cards will be accepted from shortly before the Board meeting begins until the close of the public communication agenda item.

Instructions for Zoom Communication

1. A sign-up form will be posted at www.gusd.net/communication 30 minutes prior to the start of the public meeting.
2. Speakers should fill in their name and select if they wish to address the board regarding a specific agenda item/subject or a non-agenda item.
3. Speakers are asked to attend the board meeting virtually via Zoom link: <https://glendaleusd.zoom.us/j/82606421404>
4. When it is time for a speaker to address the Board, the speaker will be upgraded to a webinar panelist and their name will be called. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board.
5. Speakers should rename their Zoom profile to their real names to expedite this process.
6. Speakers are requested to turn on their camera and state their name prior to addressing the Board.
7. After a speaker completes their public comment or if the five minute time limit has been reached, the microphone for the speaker's Zoom profile will be muted.
8. The speaker sign up form will be closed following the close of the public communication agenda item.

F. CLOSED SESSION

1. **Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957**
2. **Conference with Labor Negotiators pursuant to Government Code § 54954.5**

Agency designated representatives: Dr. Darneika Watson and Mr. David Greco, Employee organization: Glendale Teachers Association and California School Employees Association-Glendale Chapter No. 3
3. **Threat to Public Services or Facilities (Government Code Section §54957)**
Consultation with: Dr. Vivian Ekchian, Superintendent

G. RETURN TO REGULAR MEETING – 8:00 P.M.

H. SUPERINTENDENT’S UPDATES

1. **College, Career and Life Readiness**

I. INFORMATION

1. **May Revise and GUSD Budget Update** **17**

This report provides information on the Governor’s May Revise, current legislative proposals, and the estimated impact on the GUSD budget.
2. **Proposed Expanded Learning Opportunities Program Plan** **18**

This report provides the Board of Education with information on the proposed Expanded Learning Opportunities Program Plan to be implemented by the Child Development and Child Care Department for the 2022-2023 school year.
3. **Proposed Revisions to Board Policies Relating to Philosophy, Goals, Objectives and Comprehensive Plans and Students** **36**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 0410 (Nondiscrimination in District Programs and Activities); BP 5111 (Admission); and BP 6173 (Education for Homeless Children) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.
4. **Mathematics Instructional Material Adoption Recommendation for High School Electives** **48**

This report will provide the Board of Education with information and the process followed for the recommendation of instructional materials for Financial Literacy and Statistics.

I. INFORMATION - continued

5. Acknowledgements of Service 51

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

J. ACTION

1. Approval of Agreement with Southland Disposal Company for Waste Management Services 52

The Superintendent recommends that the Board of Education approve an agreement with Southland Disposal Company for waste management services from July 1, 2022 through June 30, 2026; the 2022-23 estimated cost is \$370,000 funded from the General Fund.

2. Approval of English Language Arts Instructional Material Adoption for Grades 6-12 64

The Superintendent recommends that the Board of Education approve the adoption of instructional materials for new culturally diverse novels for English Language Arts in Grades 6-12.

3. Approval of Amended Contract with Code to the Future 71

The Superintendent recommends that the Board of Education approve an amended contract with Code to the Future to provide computer science professional development for teachers and staff at Roosevelt STEAM Academy Magnet through the 2025-26 school year at no additional cost to the District.

4. Approval of Additional Services Agreement Between Glendale Unified School District and Therapy Travelers, LLC 77

The Superintendent recommends that the Board of Education approve the services agreement between Glendale Unified School District and Therapy Travelers, LLC in an amount not to exceed \$60,000 for providing speech, physical, and occupational therapy and psychological services for special education students for the remainder of the 2021-2022 school year.

5. Approval of Agreement with Deal Consulting, Inc. – Interim Chief Business Officer 97

The Superintendent recommends that the Board of Education approve an Agreement with Deal Consulting, Inc. to perform the duties of Interim Chief Business Officer from May 11, 2022 through June 30, 2022 at a cost not to exceed \$59,500.00.

J. ACTION-continued

6. Declaration of Need for Fully Qualified Educators for the 2022-2023 School Year 106

The Superintendent recommends that the Board of Education approve the Declaration of Need for Fully Qualified Educators and to grant authorization for the hiring of teachers on emergency permits based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position(s).

7. Approval of Services Agreement with Kokomo Solutions, Inc. 107

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Kokomo Solutions, Inc. for providing incident management software and support for a total cost of \$78,000, including onboarding costs.

8. Approval of Subscription for ParentSquare (Q Communication) with Aequitas 126

The Superintendent recommends that the Board of Education approve the subscription for Q Communication for ParentSquare (Q Communication) with Aequitas for a total amount of \$132,120 funded by the Educational Technology and Information Services funds for the 2022-2023 school year.

K. CONSENT CALENDAR

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

1. Minutes 129

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

- a. Regular Meeting No. 20 May 3, 2022

2. Certificated Personnel Report No. 17 139

The certificated report recommends approval of the following:

A change of maternity leave of absence, a change of health leave of absence, extension of health leaves of absence, change of family & medical leaves of absence, a general purpose leave of absence, a home responsibility leave of absence, additional assignments, elections hourly/daily, transportation authorizations, revision to previous personnel reports, personal services agreements and conference/workshop/meeting authorizations.

3. Classified Personnel Report No. 17 156

The classified report recommends approval of the following:

Election from eligibility list; termination – exhaustion of benefits; additional assignments; change of assignments; election of classified hourly substitutes (custodian I); election of classified/non classified hourly substitutes; personal services agreement; transportation authorization; and authorization 2022-2023 indefinite salaries.

K. CONSENT-continued

- 4. Warrants 163**
- The Superintendent recommends that the Board of Education approve Warrants totaling \$18,596,332.58 for April 1, through April 30, 2022.
- 5. Purchase Orders 168**
- The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$1,224,745.93 for the period of April 25, 2022 through May 6, 2022.
- 6. Appropriation Transfer and Budget Revision Report 180**
- 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 revisions and transfers.
- 7. Agreement with the Los Angeles County Office of Education for Business and Financial Data Processing Services, 2022-23 185**
- 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 (BEST) for 2022-23 in the amount of \$137,814.72.
- 8. Authorization to Dispose of Surplus Property 195**
- The Superintendent recommends that the Board of Education declare furniture items located at the Pacific Avenue Education Center as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.
- 9. Approval of Services Agreement Between Glendale Unified School District and Lightwerks Communications Systems, Inc. 196**
- The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Lightwerks Communications Systems, Inc. in the amount of \$5,000 to provide educational technology consultation and professional development to the staff at Chamlian Armenian School.
- 10. Approval of Services Agreement Between Glendale Unified School District and Impact Canine Solutions 215**
- The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Impact Canine Solutions in the amount of \$560 to provide canine services and substance abuse training at Holy Family High School.
- 11. Approval of Additional Services Agreement Between Glendale Unified School District and The Genesis Group, Inc. 234**
- The Superintendent recommends that the Board of Education approve the services agreement between Glendale Unified School District and The Genesis Group, Inc. in an amount not to exceed \$35,000 to provide speech therapy services to meet the needs of students for the remainder of the 2021-22 school year.

K. CONSENT-continued

12. Approval of New Course of Study Outline for Use in High Schools in the Area of Career Technical Education 254

The Superintendent recommends that the Board of Education approve new course of study outline (Peer Counseling I) for use in high schools in the area of Career Technical Education.

13. Approval of Revised Course of Study Outlines for Use in High Schools in the Area of English 260

The Superintendent recommends that the Board of Education approve revised course of study outlines (Modern Poetry and Creative Writing) for use in high schools in the area of English.

14. Acceptance of Grant Funding from the California Community Foundation for La Crescenta Elementary School 275

The Superintendent recommends that the Board of Education accept grant funding from the California Community Foundation in the amount of \$750.00 for La Crescenta Elementary School.

15. Acceptance of DonorsChoose Award for Marshall Elementary School 277

The Superintendent recommends that the Board of Education accept funding from DonorsChoose in the amount of \$262.00 to support a project submitted by Marshall Elementary School.

16. Services Agreement with PBIS LACOE to Train GUSD Administrators, PBIS Coaches, and teachers during the 2022-2023 School Year 279

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and PBIS LACOE in the amount of \$23,500 to provide Positive Behavior Interventions and Supports (PBIS) consultation and training to site leadership teams, site administrators, coaches, and teachers.

17. Acceptance of Gifts 292

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

May 17, 2022

PRESENTATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/
Director Classified Personnel

SUBJECT: **Classified Service Awards**

Each school year, the District recognizes our classified employees who are observing service anniversaries of five (5) year increments beginning in the tenth year of service. This year, we will be recognizing classified employees who have achieved an anniversary of 10, 15, 20, 25, 30, and 35 years of service as of April 1, 2022.

**Glendale Unified School District
 Classified Service Awards for Years of Service**

10 YEARS

Gayane	Akopyan	Education Assistant ASES/RAP Site Leader	Mann
Stephanie	Allen	Typist Clerk II	Monte Vista
Lusine	Altunyan	Cafeteria Worker I	Wilson
Nora	Amirkhanian	Cook/Baker	Glendale High
Kristine	Arsenyan	Special Education Assistant	Columbus
Benita	Asatorian	Education Assistant II	Glendale High
Natasha	Ayvazian	Cook/Baker	Wilson
Nehad	Azar	Education Assistant II	Glendale High
Aida	Boyadjian	Special Education Assistant	Roosevelt
Andrea	Camba	Occupational Therapist	Special Education
Peter	Camperos	Custodian I	Crescenta Valley
Mildred	Cuano	Education Assistant Intensive Support	Special Education
Stephanie	Dinglasan	Special Education Assistant	F.A.C.T.S. Program
Annick	Downhower	Clerk II	Crescenta Valley
David	Garcia	Custodian I	Cerritos
Hilda	Ginosian	Administrative Secretary	Muir
Jennifer Chin	Gonzales	Administrator: Nutrition Services & Custodial Operations	Nutrition Services
Carolyn	Gonzalez Lasam	Behavior Intervention Assistant	Special Education
Arline	Hakopian	Typist Clerk III	Daily High
Princess	Harris	Behavior Intervention Assistant	Special Education
Katherine	Jacobson	Special Education Assistant	College View
Laurie A	Jones	Typist Clerk II	Crescenta Valley
Roxana	Leon Legendre	Education Assistant Intensive Support	Special Education
Michael	Lewis	Behavior Intervention Assistant	Special Education
Heghine	Maghakyan	Special Education Assistant	F.A.C.T.S. Program
Akop	Meymaryan	Account Clerk III	Financial Services
Juliet	Mousaian	Cafeteria Worker II	Pacific/Edison Preschool
Anush	Muradyan	Education Assistant II	Glendale High
Ricardo	Ortega	Behavior Intervention Assistant	Special Education
Raquel	Ponce	Behavior Intervention Assistant	Special Education

**Glendale Unified School District
 Classified Service Awards for Years of Service**

10 YEARS CONTINUED

Lourdes	Romero	Custodian I	Roosevelt
Donnah	Sagolili	Behavior Intervention Assistant	Special Education
Gerardo	Sandoval	Occupational Therapist	Special Education
Anet	Sepanian	Speech-Language Pathology Assistant	Special Education
Naira	Soghomonyan	Cook/Baker	Toll
Eduardo Javier	Sosa	Custodian II	Pacific/Edison Preschool
Hasmik	Stepanian	Education Assistant II	Columbus
Laris	Tarverdians	Cook/Baker	Rosemont
Mary	Torossian	Senior Administrative Secretary	Daily High
Juan	Vargas Ontiveros	Custodian II	Columbus
Wei Rong	Wang	Cafeteria Worker II	Keppel

**Glendale Unified School District
 Classified Service Awards for Years of Service**

15 YEARS

Melba	Atiga	Typist Clerk II	Crescenta Valley
Marie-Claire	Barbar	Education Assistant II	Rosemont
Lawrence	Bojorquez	Custodian II	Lincoln
Eliza	Boyadjian	Cafeteria Worker I	Hoover
Insook Kay	Cho	Education Assistant II	Mountain Avenue
Adrine	Davityan	Special Education Assistant	Cloud Children's Center
Craig	Delgado	Custodial Supervisor I	Clark Magnet
Rodina	Elyasi	Education Assistant II	Marshall
Roubina	Esaian	Education Assistant II	Hoover
Flora	Garabetian	Education Assistant II	Roosevelt
Maria	Gharibian	Typist Clerk II	Hoover
Susana	Gonzalez	Clerk II	Cerritos
Salvador	Hernandez	Custodian I	Crescenta Valley
Mina	Jamali	Education Assistant II	Crescenta Valley
Shakeh	Jarian	Cafeteria Worker I	Crescenta Valley
Maretta	Karoglanian	Education Assistant II	Toll
Jose	Lomeli	Plumber	Facilities & Support
Grace	Lopez	Occupational Therapist	Special Education
Rodrigo	Lopez	Lead Custodian	Toll
Rejina	Mandani	Education Assistant I	Columbus
Anet	Megerdan	Account Clerk I	Toll
Lida	Minasian	Special Education Assistant	Rosemont
Mariam	Movsesyan	Education Assistant	Toll
Clementina	Pena	Custodian I	Roosevelt
Jennifer	Rangel	Clerk III	Clark Magnet
Anahit	Sarkisian	Education Assistant II	Fremont
Araks	Sarkisian	Education Assistant I	Franklin
Pashmina	Shah	Education Assistant II	Verdugo Woodlands
Astekhik	Siraki	Special Education Assistant	Fremont
Luis	Torres	Custodian I	Crescenta Valley
Miguel	Vallejos	Plumber	Facilities & Support
Teresa	Velazquez	Cafeteria Worker I	Crescenta Valley
Magy	Waked	Sped Data Control Technician	Special Education
Cynthia	Zarate	Typist Clerk II	Glendale High

**Glendale Unified School District
 Classified Service Awards for Years of Service**

20 YEARS

Odet	Abramyan	Education Assistant I	Mann
Marina	Adamian	Typist Clerk III	Toll
Vazgen	Aghajani	Education Assistant II	Rosemont
Alice	Azarraga	Education Assistant II	Crescenta Valley
Diana	Boyadzhyan	Special Education Assistant	R.D. White
Ricardo	Campos	Typist Clerk III	Administration Center
Betty	Haroutunian	Education Assistant II	Mann
Mary Ann	Kopp	Special Education Assistant	College View
Julia	Kossack-Silver	Education Assistant II	Verdugo Woodlands
Elizabeth	Martinez-Molina	Education Assistant II	Fremont
Yelena	Nadimyan	Cafeteria Worker II	Jefferson
Tanya	Perez	Interpreter for The Deaf	Glendale High
Ritan	Petrosian	Cafeteria Worker II	Edison
Carlos	Rodriguez	Custodian I	Facilities & Support
Marette	Sanvelian	Typist Clerk III	Student Services
Amy	Seyfi	Account Clerk III	Crescenta Valley
Hilma	Shahnazari	Typist Clerk III	Student Services
Anakin	Skywalker	Maintenance Worker II	Facilities & Support
Michele	Stockton	Cafeteria Worker I	Wilson
Maria	Zendejas	Education Assistant II	Daily High

**Glendale Unified School District
 Classified Service Awards for Years of Service**

25 YEARS

Luis	Bonilla	Roofer	Facilities & Support
Lyubov	Bouniatian	Education Assistant II	Hoover
Rubina	Dereghishian	Education Assistant II	Glendale High
Orlando	Enriquez	Welder	Facilities & Support
Louise	Fontanilla	Education Assistant I	Cerritos
Seta	Hagopian	Education Assistant Intensive Support	Special Education
Anoush	Hambartsumyan	Typist Clerk III	Equity, Access & Family Engagement
Jacqueline	Jones	Typist Clerk II	Franklin
Edwin	Momartin	Sr. Human Resource Analyst	Human Resources
Hermineh	Moses	Typist Clerk II	Hoover
Ricardo	Narvaez	Education Assistant I	Wilson
James	Neverida	Maintenance Worker II	Facilities & Support
Janet	Ovanessian	Senior Administrative Secretary	Roosevelt
Maro	Ovanesyan	Educ Asst II - Armenian	Wilson
Anahid	Pedrossian	Clerk III	Hoover
Maria	Sanchez	Administrative Secretary	Keppel
Arpineh	Sarkezi	Educ Asst II - Armenian	Toll
Karineh	Savarani	Director, Financial Services	Financial Services
Nora	Valencia	Custodian I	Facilities & Support
Isabelle	Warner	Education Assistant II	Hoover

**Glendale Unified School District
 Classified Service Awards for Years of Service**

30 YEARS

Hanriet	Aghajani	Typist Clerk III	Human Resources
Marie	Azizilorestani	Senior Administrative Secretary	Wilson
Vartiter	Dornian	Educ Asst II - Armenian	Glendale High
Marina	Ebramian	Cafeteria Worker I	Crescenta Valley
Timmie	Gould	Lead Custodian	Wilson
Anahit	Kamalyan	Education Assistant II	Mann
Janet	Khachian	Educ Asst II - Armenian	Glendale High
Marilyn	Kula	Executive Secretary	Educational Services
Lillian	Melara	Attendance Worker	Student Services
Emile	Mickhail	Cafeteria Worker II	Muir
Barbara	Mozo	Education Assistant II	Monte Vista
Oiram	Rivas Johnson	Clerk III	Roosevelt
Gregory	Williams	Auditorium Facility Supervisor	Glendale High

35 YEARS

Irene	Fallian	Typist Clerk II	Student Services
Jimmy	Mueckay	Locksmith	Facilities & Support
Cheryl	Mulvoy	Typist Clerk III	Crescenta Valley
Lourdes	Vallejos	Clerk III	Toll

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

INFORMATION REPORT NO. 1

TO: Board of Education
FROM: Dr. Vivian Ekchian Superintendent
SUBMITTED BY: Deborah Deal, Interim Chief Business and Financial Officer
SUBJECT: **May Revise and GUSD Budget Updates**

The Governor's May Revise will be released on Friday, May 13, 2022. The May Revise signals the final stages of the legislative process between the Governor, Senate and Assembly. The final State Budget Bill must be adopted by the Senate and Assembly no later than the June 15 constitutional deadline and presented to the Governor for signature.

During the next several weeks, negotiations will continue; however, the Governor's proposals will be summarized and released later this week and will be represented in the District's Adopted Budget. Any major changes will be adjusted in the 45-day Budget Revision following the Governor's signature.

It is expected that the May Revise will include a minimum statutory Cost of Living (COLA) adjustment for the Local Control Funding Formula (LCFF) of 6.56% an increase from 5.33% in the Governor's initial budget proposal from January. While the 6.56% COLA is the "minimum statutory increase," several legislative proposals could potentially increase the COLA as a result of significant increases in tax revenues beyond expected estimates at the State level.

One proposal that is included in the Senate Democratic Caucus's list of funding priorities is Assembly Bill (AB) 1948 (Phil Ting) that would make substantial changes to LCFF. The latest version of AB 1948 would modify the LCFF formula to provide COLA of 15% and provide a softer landing for declining enrollment by computing average daily attendance (ADA) based on an averaging methodology over the three most recent prior fiscal years in addition to other modifications focused on enhancements for the unduplicated pupil percentage (UPP).

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Jay Schwartz, Director, Child Development and Child Care

SUBJECT: Proposed Expanded Learning Opportunities Program Plan

This report provides the Board of Education with information on the proposed Expanded Learning Opportunities Program Plan to be implemented by the Child Development and Child Care Department for the 2022-2023 school year.

The Expanded Learning Opportunities Program is funded by AB-130 and provides expanded learning opportunities for students who are foster/homeless youth, qualify for free/reduced-price meals, and/or are English Language Learners.

This program requires that expanded learning services are provided every school day, for a total of nine hours per day (inclusive of the student's school day), as well as for thirty additional days throughout the calendar year.

This program follows the quality standards of the After School Education and Safety Program (ASES) and includes homework time, academic enrichment and physical education, with a focus on youth voice and leadership.

The Glendale Unified School District receives an apportionment for this program, based on the Unduplicated Pupil Count submitted to the California Department of Education.

Attached to this report is the full Expanded Learning Opportunities Program Plan.

Next Steps

If the consensus of the Board is to move forward with the proposed plan, it will be submitted at the June 21, 2022, Board meeting for approval before being sent to the California Department of Education, Expanded Learning Division.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

**EXPANDED LEARNING OPPORTUNITIES
PROGRAM PLAN**

Prepared by:

Glendale Unified School District

Child Development and Child Care Department

440 W. Lomita Ave.

Glendale, CA 91204

(818) 247-0775



GLENDALE UNIFIED SCHOOL DISTRICT

Jay Schwartz, Director, Child Development and Child Care Department

jschwartz@gusd.net

(818) 247-0775

:

Expanded Learning Opportunities Program Plan Guide

Name(s) of Expanded Learning Opportunities Program Site(s).

Balboa Elementary School
Cerritos Elementary School
Columbus Elementary School
Benjamin Franklin Elementary School
Dunsmore Elementary School
Glenoaks Elementary School
Horace Mann Elementary School
John C. Fremont Elementary School
John Marshall Elementary School
John Muir Elementary School
La Crescenta Elementary School
Lincoln Elementary School
Mark Keppel Elementary School
Monte Vista Elementary School
Mountain Ave. Elementary School
Richardson D. White Elementary School
Thomas A. Edison Elementary School
Thomas Jefferson Elementary School
Valley View Elementary School
Verdugo Woodlands Elementary School

Purpose

The Expanded Learning Opportunities Program (ELO-P) is committed to enriching the lives of Glendale Unified students. Our goal is to create a space that is physically and emotionally safe for students to grow. Students can:

- Practice academic skills in a non-judgmental environment
- Establish and maintain positive relationships
- Make responsible decisions and try new skills
- Practice physical fitness
- Participate in STEAM enrichment activities
- Develop 21st Century skills

Definitions

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interest of pupils through hands-on, engaging learning experiences. It is the intent of the

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Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1 [a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in EC Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 56120 [e] [1])

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site describe where in the community it will be and how students will be supported to get there.

Emergency Plans and Procedures

Glendale Unified Child Development and Child Care (CDCC) sites submit annual disaster plans, which include evacuation procedures, maps, students/staff accounting documents, staff roles and responsibilities, and emergency procedures. Plans are aligned to the school day disaster plans and are approved by the Program Supervisor/Grant Manager and school principal.

All schools have emergency bins, which contain supplies to be used in case of disaster such as first aid supplies, blankets, food, and water. Glendale Unified Head Teachers have keys to access emergency bins. In addition to keys to emergency bins, Head Teachers are also assigned master keys from the District Director of Maintenance and Operations, which provide access to the entire campus and allow staff to secure students and the campus in case of a shelter-in-place or other emergency.

Glendale Unified ELO-P sites hold mandatory monthly emergency drills for earthquakes, fires, active shooters, and shelter-in-place situations. Glendale Unified Head Teachers submit written feedback regarding proper execution of procedures during emergency drills. The written report includes the amount of time it took staff and students to arrive at the designated safe zone, the number of staff and students present, information regarding unaccounted for/missing students, and comments regarding any needs or areas of concern identified during the drill.

Student Safety

Glendale Unified ELO-P staff are required to wear name badges during work hours. Glendale

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Unified ELO-P also provides first aid packs and backpacks to carry emergency supplies; the packs are red to ensure that they are easily identifiable.

In addition, staff are required to maintain updated, Child Abuse Reporting, Pesticide Management, and TB clearance, which are kept on file in the district's Human Resources Department and ELO-P central administrative office. Glendale Unified ELO-P offers CPR/First Aid certification courses twice per year for staff at no cost. Head Teachers are required to maintain current certification.

Glendale Unified ELO-P provides schedules to parents of participating students at the beginning of each year that include the names of frontline staff persons in charge of each group, classroom location, and the Head Teacher's name and contact information. Head Teachers maintain updated emergency contact and authorized pick up lists for all program participants. Students may only be released to a parent/guardian or adult over the age of 18 who has been authorized by a parent/guardian. Adults signing out program participants are required to provide a valid form of identification before students are released. On a limited basis a waiver is provided, and must be signed by a parent/guardian, for students who must walk home without the supervision of an adult.

Incidents and injuries are documented via the district's Incident and Injury Report forms, which must be submitted to the Program Supervisor within 24 hours for review and follow up. All reports are then submitted to the appropriate department (Human Resources; Special Education; Student Wellness Services, Student Services, etc.) for review and follow up. Parents are contacted via telephone and receive written notice of a head injury and/or other first aid measures taken when appropriate.

Edison Elementary school is the only site where 50% of the student participants access the program off site. The location for student access is across the street from the school and within walking distance. Students are escorted by staff to the off site location. In inclement weather such as heavy rain students remain on the Edison school site.

In addition to promoting the physical safety of all program participants, Glendale Unified ELO-P supports the social-emotional development of students by having students and staff develop a contract/agreement that governs behaviors and interactions. All classroom agreements are stated in simple and positive language aligning to the Positive Behavior Intervention Support (PBIS) system utilized during the school day, ensuring that behavior expectations are clear at all times when students are on campus. Regardless of what happened during the school day. The student has a fresh start when arriving to the program.

Glendale Unified Child Development and Child Care Programs is dedicated to fostering a safe and respectful environment that encourages responsibility as well as academic and social success. The overarching behavior expectations for the Child Development and Child Care

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Programs are

- Be respectful
- Be responsible
- Be safe

Behavior Expectations are posted and reviewed daily to remind students of their commitments.

Glendale Unified ELO-P utilizes steps of progressive discipline, which provide students with multiple opportunities to self-regulate and restore trust and relationships. The steps of progressive discipline are:

- Behavior expectations reminder. May provide up to 3 reminders. Specifically identify which expectation is not being honored.
- Time to de-escalate and reflect in a quiet space (up to 5 minutes).
- Reflection time with a cool down/reflection activity (up to 15 minutes).
- Change of environment. Move to a buddy group (up to 30 minutes).
- Head Teacher intervention. Parents contacted. Written notification of behavior and behavior plan.

The goal is to provide students with multiple opportunities to turn the day around and have a more positive experience while implementing restorative practices that improve communication.

Glendale Unified ELO-P has trained all staff in PBIS, Restorative Justice, and redirection skills. The program utilizes Every Monday Matters curriculum to provide opportunities for students to participate in weekly activities designed to improve their self-image, communication skills, conflict resolution skills, and positive attitudes. Every Monday Matters lesson emphasizes themes of “I Matter, You Matter, We Matter” and focuses on:

- Positive Self-Image
- Seeing the Best in Everyone- Honoring
- Positively Reinforcing- Praising
- Listening
- The Power of Choice- Facilitating Children to be Personally Responsible
- Resolving Conflict Moving from Judgment to Forgiveness
- Turning Challenges into Learning Opportunities
- Giving and Receiving

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate the instructional

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day.

To provide activities that promote academic learning. Glendale Unified School District utilizes a Child Development Teacher who writes weekly age appropriate themed standards aligned activity plans with a focus on supporting social emotional learning, literacy, mathematics, STEAM and physical education. Students are surveyed twice a year to determine the areas of interest. Site staff use the activity plans as a springboard to plan additional enrichment specific to the needs of the children at their site.

Enrichment classes, known as “clubs,” vary each session and at each site based on student interests. Teachers meet monthly with students and program staff to review program offerings and plan upcoming clubs based on student survey feedback, scheduled school events, and academic support needs. Each program also creates a Student Council composed of student representatives from grades 2-6. With the support of the Teacher, groups meet to plan student surveys, upcoming events, and club activities.

Describe the planned program activities and how they will:

- a. Provide positive youth development:

Students participate in a homework hour Mondays-Thursdays. During the homework hour, students receive staff support, but they may also engage in peer-to-peer tutoring and interactive study groups. At the elementary sites, upper grade students who finish homework early, are allowed to assist lower grade students with homework in their classrooms. The foundational concept underlying these practices is the fundamental belief that students have truly mastered concepts when they can teach them to someone else.

Programming for English Language Learners: Students are provided with time and opportunities to practice the English language in a non-judgmental environment. Students are encouraged to read and write about topics and ideas that are engaging to them; this provides the opportunity to practice skills in a supportive space.

Elementary students participate in a variety of activities Monday through Thursday. Such as Every Monday Matters, themed activities, Game Day Physical Education and Sparks recreation and CATCH. Students lead their own clubs on Fridays. Clubs such as slime, dance, drawing and soccer, tennis, robotics, coding, video production, cartooning, computer science, graphic design, culinary arts, sports, dance, and visual arts. Clubs are offered on a rotating basis and are designed to broaden students’ horizons and support active and engaged learning.

In addition to academic and enrichment opportunities, elementary students at select schools also have the option to participate in the City of Glendale’s, One Glendale Sports program. Students participate in friendly sports competitions with other Glendale Unified School District

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sites. Elementary sites compete in flag football, volleyball, basketball, and soccer against other elementary school sites. Each sports season lasts approximately 6-8 weeks and includes play-off and championship games. Students learn fundamental skills, how to work as a team, and develop self-discipline and perseverance throughout the year.

Students also have the option to participate in other school site enrichment options through STAR Education and other enrichment partners.

Glendale Unified School District ensures that students are provided with hands-on, project-based learning that will culminate in products or events. All enrichment clubs require activity plans that include the learning objective(s), standards addressed, and culminating product/project. Prior to implementation, the Head Teacher must approve the activity plans for clubs. Glendale Unified School District staff receive yearly training and ongoing support in the implementation of activity plans. Lastly, each Glendale Unified School District site hosts a Family Night to showcase what they have done each session. Student council members serve as the ambassadors to families, district employees, and community members who visit. Showcase provides opportunities for students to exhibit skills they have learned and experiences they have had after school. Performances such as dance, public speaking, drama, and cooking are accompanied by work displays of individual and group projects. Showcases are student-led from beginning to end, which allows students to take ownership of the presentation of their learning.

Glendale Unified School District serves a diverse community broadly divided along socio-economic and geographic lines. Neighborhoods of great wealth contrast with high-density neighborhoods of significant poverty. South Glendale is 25-50% lower in median income and has a large low-income population, including many immigrant families. Approximately 9% of school-age children in the Glendale Unified School District service area attend private schools. About 54% of Glendale Unified School District's total student population qualifies for the federal reduced-price meals program.

Glendale Unified School District program activities are planned based on a number of assessments of school and community needs. Working closely with Glendale Unified School District departments, Glendale Unified School District analyzes attendance, truancy and drop-out rates, test scores, student health indicators, the availability of enrichment activities at each school, the Local Control Accountability Plan, each school's Single Plan for Student Achievement, and parent/student survey feedback.

In the community, Glendale Unified School District consults with the City of Glendale Community Services and Parks Department and other public and private community-based providers of after school programs. We have strived to bring together local community service providers to work together to support area youth and their families. Despite the existence of a number of organizations that provide after school enrichment programs, there are still a significant number

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of children and youth left unserved, especially those who are from low-income families, those who live in underserved neighborhoods, those who are English learners, or those who have a disability.

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

- Glendale Unified ELO-P strives to offer educational literacy and enrichment activities that engage students and encourage their love of learning, which contributes to student success.
- Glendale Unified ELO-P students receive support in reading, speaking and listening skills, which are skills necessary to be successful in college, career, and beyond.
- In addition to literacy activities, Glendale Unified ELO-P participants also receive approximately one hour of structured homework time every day. The amount of homework time provided for each grade level is based on students' needs. Staff maintain quiet homework environments where students can receive additional support.
- Glendale Unified ELO-P also provides students with access to Chromebooks for homework components that require the use of computer technology. Staff communicate with school day teachers to provide feedback on homework tasks. Homework logs identify if students had homework, were on task, or needed additional assistance. This allows teachers to plan additional intervention support for students.
- Enrichment activities are aligned to California standards in order to support students learning in a non threatening environment where students can practice the skills needed to gain success during the school day.
- Enrichment activities are planned as disguised learning through project based activities that support 21st century learning skills.
- Homework assistance is important to our immigrant families who are not able to support their children in the English language.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Staff are encouraged to create Student Councils each semester to provide students with leadership opportunities. Student Councils are composed of students in grades 2- 6. Students are elected by their peers to serve on the council. Students must write and give a speech prior to the elections. Under the supervision of the Head Teacher, teacher or designated Education

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Assistant, the student council is tasked with conducting student surveys to gather input regarding enrichment and club offerings and ideas for the program.

Glendale Unified ELO-P also encourages student voice, choice, and leadership in the creation of classroom behavior expectations or group agreements that govern student behavior. As an element of the Classroom Community, Education Assistants are required to work with students to create classroom behavior expectations aligned with the school day PBIS expectations. As part of the process, students work together, with support and feedback from the Education Assistant, to create a chart of expectations to which all students are expected to adhere. Empowering students to create their own “rules” enables them to take responsibility for their after-school environment and their interactions with peers and program staff.

Younger students are encouraged to become Club Leaders depending on the passions and interests, which range from slime club to soccer club.

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

Glendale Unified ELO-P adheres to the District Student Wellness Policy (BP 5030, adopted by the Board of Education in 2006 and revised in 2012 and 2014; the complete document can be viewed and downloaded on the Glendale Unified School District Health Programs webpage <http://www.Glendale Unified School District.us/Page/777>).

The policy states, “The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students’ understanding and appreciation of the importance of a healthy lifestyle.”

“The Student Wellness Policy includes specific guidelines for providing healthy food options in school meals and snacks, encouraging healthier eating habits, health and nutritional education, creating and maintaining a safe and supportive environment at all schools, and recommendations for the length and rigor of daily physical activity. Each Glendale Unified School District school and all departments are required to adhere to the Student Wellness Policy.”

Four elementary schools (Cerritos, Thomas Jefferson, Horace Mann, and John Marshall) were

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recipients of the CalFresh grant for a two-year cycle beginning in the 2020-2021 school year. This grant will provide fresh fruits and vegetables for families, parent education, and nutrition education and physical activity in the ELO-P afterschool programs.

The ELO-P program at Glendale Unified School District provides healthy snacks for students on a daily basis. Cooking clubs are a popular student choice wherein students learn about kitchen safety, sanitary food preparation practices, and healthy food choices while preparing dishes to be consumed during the program time.

In addition to providing a safe and supportive environment as described in Section 1 regarding healthy meals and organized physical activity, Glendale Unified ELO-P incorporates developmentally-appropriate activities designed to educate students about how to maintain their own physical, mental, and emotional well-being and the health risks of certain behaviors. Students are provided the opportunity to participate in mindfulness activities at the beginning of each program day to create calm and pleasant environments. Staff also play soothing music during the homework hour and quiet activities to promote emotional and psychological wellness.

Staff have participated in training on Youth Mental Health First Aid and Youth Coping Skills, and Suicide prevention.

Glendale Unified ELO-P, in collaboration with Glendale Unified School District's Nutrition Services Department, provides students in the after-school program with a well-balanced snack each day during the regular school year. All snacks comply with State standards and meet both nutritional guidelines and the District's Student Wellness Policy.

Glendale Unified ELO-P is integral to the district's goal that students participate in at least 30 minutes of vigorous exercise every day. Recreation for Kids (SPARK) curriculum enables the program to offer a variety of movement opportunities to students. In addition, we offer a physical education program (Game Day and CATCH), which teaches students specific skills for various sports such as basketball, football, dance, and soccer. Students of all grade levels and abilities are encouraged to participate.

Programs receive eight 1-hour activity plans on nutrition education and healthy snacking, onsite and online staff training, access to digital curriculum, and funding to purchase supplies for cooking classes.

Glendale Unified ELO-P also collaborates with organizations that specialize in fitness and sports activities such as American Youth Soccer Organization, Little League, Girls on the Run, YMCA, and Glendale Homenetmen Glendale Ararat Chapter Youth Organization, City of Glendale, and One Glendale Sports program.

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6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

Glendale Unified School District creates and maintains an environment that promotes diversity in staffing, participation, and programming. Each ELO-P site provides opportunities to celebrate students' cultural and unique backgrounds. Glendale Unified ELO-P maintains staff diversity that is representative of the students served in the program.

Glendale Unified ELO-P also offers enrichment activities and student sharing to promote cultural awareness, celebrate diversity, and educate students about the cultures and traditions of Glendale residents and in conjunction foreign language academies for Spanish, French, Italian, German, Korean, Japanese and Armenian.

Staff are required to take a training course in equity and diversity annually.

Glendale Unified School District and Glendale Unified ELO-P are committed to making programs and activities equitably accessible to all students. Glendale Unified ELO-P prohibits discrimination on the basis of gender, race, national origin, religion, color, disability, sexual orientation, native language, age, or physical appearance. Promising practices to ensure that all activities are accessible to those with special needs such as physical disabilities, learning disabilities, or limited English proficiency include providing communications in English as well as students' primary languages, maintaining bilingual staff and staff representative of the school's demographics at all sites. Providing inclusion training for all staff including supporting students with autism. Students with disabilities are also encouraged to participate in One Glendale Sports.

Glendale Unified ELO-P works closely with the Special Education Office, school site principals, and classroom teachers to identify students with disabilities who might benefit from participation in the after-school program. Glendale Unified ELO-P works with families who need additional support for their children after school to request support from the Regional Center. The Special Education Office provides training for Glendale Unified ELO-P staff on how to support students with special needs in the after-school environment. Hands-on and collaborative group activities allow students to learn by using their hands and working with their peers.

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

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Program staff is composed of Head Teachers, Child Development permit teachers and Education Assistants.

All students will be assigned a group leader. Students will have the opportunity to participate in activities led by multiple staff members throughout the course of the day. This provides the opportunity for students to engage in meaningful relationships with adults who provide a caring and encouraging environment.

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

Glendale Unified ELO-P and the Glendale Unified School District share the same vision statement:

Glendale Unified School District (LCAP) Goals

1. **Maximize Student Achievement** –
 - 1.1 Improve academic achievement for all students
 - 1.2 Ensure all students are college 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

Glendale Unified ELO-P is operated as **GUSD CARES** (Childcare, Academic support, Recreation and Enrichment before and after School)

The mission of the Child Development and Child Care Department (CDCC) is to provide quality child care to working families. Our multifunded program, called GUSD CARES (Childcare, Academic support, Recreation and Enrichment before and after School), is available on all elementary campuses and aims to serve any GUSD students who wish to participate. Priority is

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given to homeless and foster youth, students who qualify for free or reduced-price meals and English language learners.

GUSD CARES seamlessly combines ASES, ELO-P, General Child Care and Parent Fees in a partnership with the city, county and state to improve student performance in school and to provide a safe environment after school for elementary school students in grades TK through 6. The program consists of three elements:

- An educational and literacy component (one hour per day of homework Monday - Thursday in content areas).
- An educational enrichment component (such as language arts, mathematics, history and social science, visual and performing arts, technology, science and engineering.).
- A physical fitness component, which includes nutrition, fitness and prevention activities.

9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local education agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

Glendale Unified School District’s CDCC program oversees the program as a collaborative approach to providing enrichment and child care through various funding sources in a seamless approach for families.

Community partners such as City of Glendale Community Services and Parks Department, Region 88 American Youth Soccer Organization, District 16 Little League, Glendale and La Canada YMCA, and Homenetmen Armenian General Athletic Union, serve as collaborative partners to best meet the needs of families.

10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement Plan.

Parent surveys will allow Glendale Unified ELO-P to determine if the program meets the needs of the families served. The program will provide a survey to parents and students in the program to assess data and adjust the program plan as needed.

Glendale Unified ELO-P will identify two areas of focus as it relates to the Quality Standards for Expanded Learning in California.

Glendale Unified ELO-P will engage in a continuous quality improvement cycle that includes

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ongoing assessment in the form of stakeholder surveys and site observations, and CQI action plans developed by each site team. Parents and students are surveyed in the fall and spring each year. Attendance and SBAC performance data is made available at the conclusion of the school year and is available for review during the summer months. Information is used to identify one Point-of-Service and one Programmatic Standard from the Quality Standards for Expanded Learning in California to focus on each school year. Head Teachers complete Program Quality Action Plans by setting goals with feedback from Education Assistants. Plans are reviewed monthly with the Program Supervisor to assess movement towards goals. Action plans are updated as needed throughout the school year.

11—Program Management

Describe the plan for program management.

The grant will address the identified needs of each site by dedicating 95% of the funding to direct services for students, as follows:

- Provide additional paid work hours for Head Teachers and Education Assistants to participate in more professional development opportunities provided at the County and District levels.
- Hiring of additional Education Assistants to create smaller student/staff ratios.
- Increased hourly rates for Education Assistants to attract higher-quality staff.
- Provide materials for quality program activities and club experiences.

- **Director** oversees the Program Supervisor and Accounting Technician as Manager.

- **Program Supervisor** is responsible for program development, grant management and compliance, reporting requirements, program budgets, CQI process, Program Plan updates, meetings with program stakeholders, staff supervision, Head Teacher and teacher evaluations, program-wide professional development, weekly meetings with direct supervisor, quarterly meetings with Assistant Director of Classified staff, and monthly meetings with Head Teachers.

- **Head Teacher** supervises, supports, and coaches site staff, conducts daily classroom observations, meets with school site principals biannually, reports to Program Supervisor daily, conducts weekly staff meetings and professional development, manages program site, supports, coaches, supervises, and evaluates Education Assistants, oversees implementation of program components, reviews daily attendance, collaborates with school day staff, communicates with program parents, plans program activities.

- **Education Assistants** supervise groups of approximately 20 students, implement

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program components, communicate with program parents, attend monthly professional development workshops, and attend weekly staff meetings.

- **Accounting Technician** monitors site budgets and tracks expenditures, submits payroll, collects FPM documents, oversees program purchases, and maintains equipment.
- **Typist Clerk** collects and processes payroll with the Accounting Department, collects and reviews weekly program attendance for accuracy.

12—General Questions

Existing After School Education And Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle school grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move toward a single program, the expectation is that the most stringent requirement will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

Glendale Unified ASES and ELO-P Program combined with the Glendale Unified Subsidized Child Care grant will expand the number of spaces provided at each site for after school programs. The district also offers a seamless fee-based program at some sites where the need for child care exceeds the grant allotment.

Students are able to participate in a seamless quality after school program at any elementary school. Staff training will be based on providing the highest quality of programming regardless of the families ability to pay for a program. This will lead to equitable programming across the district for all students.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil to staff member ration of no more than 10 to 1. (EC Section 46120[b] [2] [D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

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Glendale Unified has served Transitional Kindergarten and Kindergarten students in child care under a 14 to 1 ratio. The program will hire additional staff to adjust to the 10 to 1 ratio. The schedule for our Transitional kindergarten and kindergarten students will provide opportunities for students to participate in social activities with peers, work on homework, participate in enrichment activities and physical education that develops skills and social competencies. Staff are trained in Child Development and will use that knowledge to plan curriculum that is developmentally appropriate for the age group. Some Transitional Kindergarten students may be served in our State Preschool program.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other support). Also, submit a sample schedule for a minimum nine-hours summer or intersession day.

Sample schedules:

Before School: 6:30 a.m. to 8:00 a.m. or School Bell

Transitional Kindergarten: School day 8:00 a.m. to 12:00 p.m.

ELO-P 12:00 p.m. to 6:00 p.m.

Kindergarten: School day 8:00 a.m. to 1:00 p.m.

ELO-P 1:00 p.m. to 6:00 p.m.

Elementary school day (primary grades) 8:00 a.m. to 2:00 p.m.

ELO-P 2:00 p.m. to 6:00 p.m.

Elementary school day (upper grades) 8:00 a.m. to 2:30 p.m.

ELO-P 2:30 p.m. to 6:00 p.m.

Summer Session 8:00 a.m. to 5:00 p.m.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

INFORMATION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Proposed Revisions to Board Policies Relating to Philosophy, Goals, Objectives and Comprehensive Plans and Students**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 0410 (Nondiscrimination in District Programs and Activities); BP 5111 (Admission); and BP 6173 (Education for Homeless Children) as recommended by the California School Boards Association (CSBA) and 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: June 2018

Staff recommends Board Policy (BP) 0410 be updated to reflect current GUSD staff responsible for ADA Compliance investigations.

BP 5111 - Admission

CSBA Update March 2022
Last GUSD Update: July 2018

Staff recommends the Board update this policy to:

- Reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten.
- Delete the requirement for district enrollment applications to include information about health care options as the law requiring such information has self-repealed.
- Clarify that a student's residence is a location within the district that may be verified as part of school admission requirements.

BP 6173 - Education for Homeless Children

CSBA Update March 2022

Last GUSD Update: August 2017

Staff recommends the Board update this policy to reflect a new law (AB 27, 2021), which requires districts to ensure that each school within the district identifies all homeless children and unaccompanied youths and to create a web page or post on the district website a list of district liaisons for homeless students, contact information for such liaisons, and specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness. The policy is also updated to reflect AB 27 requirement for districts that receive American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth funds to administer a housing questionnaire developed by the California Department of Education (CDE) to parents/guardians of all students and all unaccompanied youths and report to CDE the number of homeless children and unaccompanied youths enrolled in the district. In addition, the policy is updated to reflect a new law (SB 400, 2021), which requires CDE to develop and implement a system to verify that districts are providing required training to district liaisons and other appropriate staff at least annually. Finally, the policy is also updated for clarity and closer alignment with law.

The proposed revisions to these policies are presented to the Board for first reading. Should the consensus be to move forward, the policies will be on the June 14, 2022, meeting agenda for approval. Upon approval of the BPs, revisions will be made to the accompanying Administrative Regulations as needed following the normal District process.

Copies of the proposed revised BPs are attached to this memo.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

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 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, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, 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.

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 The Superintendent or designee 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 announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the District. The

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

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 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~~ The District's ADA coordinator shall receive and address requests for accommodation submitted by

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

United States Code, Title 42, Sections 2000d-2000d-7; 2000e-2000e-17;
2000h- 2000h-6; 12101-12213
Code of Federal Regulations, Title 28, Sections 35.101-35.190; 36.303
Code of Federal Regulations, Title 34, Sections 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; 06/19/2018; --/--/2022

Students

Admission

The Board of Education encourages the enrollment and appropriate placement of all school-aged children who are eligible in school. The Superintendent or designee shall inform parents/guardians of children seeking enrollment to a District school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at District schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on District admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

~~The District's enrollment application shall include information about the health care options and enrollment assistance available to families within the District. The District shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

Verification of Admission Eligibility

Before enrolling any child in a District school, the Superintendent or designee shall verify the child's age, ~~residency~~ residence within the District, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

The District shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or ~~his/her~~ the student's family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a District school shall not be denied on the basis of any such information of the student or ~~his/her~~ the student's parents/guardians obtained by the District, or the student's or parent/guardian's refusal to provide such information to the District.

School registration information shall list all possible means of documenting a child's age for grades

Students

Admission

K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the District shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or ~~his/her~~ an inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Legal Reference: Education Code, Sections 234.7; 46300; 46600; 48000; 48002; 48010; 48011; 48050-48053; 48200; 48350-48361; 48645.5; 48850-48859; 49076; 49076.7; 49408; ~~49452.9~~; 49700-49704
Health and Safety Code, Sections 120325-120380; 121475-121520
Code of Regulations, Title 5, Sections 200 and 201
Code of Regulations, Title 17, Sections 6000-6075
Civil Code, Section 51 – Unruh Civil Rights Act
Code of Civil Procedure, Section 1002.7
United States Code, Title 5, Section 552a
United States Code, Title 42, Sections 11431-11435
Court Decisions: Plyler v. Doe, 457 U.S. 202 (1982)

Policy Adopted: 06/04/1985

Policy Amended: 05/21/1996; 01/14/2003; 02/21/2012; 05/01/2017; 07/17/2018; --/--/2022

Formerly BP 5112

Students – Placement

Education for Homeless Children

~~A. The Glendale Unified School District desires to ensure~~ The Board of Education believes that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring that homeless students have access to the same free and appropriate public education provided to other students within the District. The District shall provide homeless students with access to education and other services necessary for them such students to meet the same challenging academic standards as other students.

~~B. The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)~~

~~C. When there are at least 15 homeless students in the District or a District school, the District's Local Control and Accountability Plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)~~

The Superintendent or designee shall regularly review and recommend updates to District policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

~~D. The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The District liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.~~

The Superintendent or designee shall ensure that each District school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

~~E. In order to identify District students who are homeless~~ To ensure easy identification of homeless students, the Superintendent or designee may shall give annually administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language

Students – Placement

Education for Homeless Children

of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

~~to all parents/guardians during school registration, make referral forms readily available, include the District liaison's contact information on the District and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth~~

In addition, the Superintendent or designee shall ensure that the District liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the District and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

- ~~F. Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)~~
- G. The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.
- H. Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)
- I. Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

Students – Placement

Education for Homeless Children

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

- J. The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the District and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)
- K. ~~District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)~~ The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the District as identified from the housing questionnaire described above. (Education Code 48851)
- L. At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the District shall revise its strategies as needed to more effectively identify and ~~better~~ support the education of homeless students.

Students – Placement

Education for Homeless Children

Legal Reference: Education Code, Sections ~~2558.2~~; 39807.5; 48850; ~~48850-48859~~; ~~48851~~; ~~48851/5~~; 48852.5; ~~48852.6~~; ~~48852.7~~; ~~48859~~; 48915.5; 48918.1; ~~48985~~; 51225.1-51225.3; ~~52052~~; 52060-52077
Code of Regulations, Title 5, Sections ~~4600-46874670~~
United States Code of Regulations, Title 20, Sections 1087vv; 1232g; ~~1400-1482~~; 6311
United States Code, Title 42, Sections 11431-11435, 12705

Policy Adopted: 01/08/2008

Policy Amended: 08/16/2016; 08/15/2017; ~~---/2022~~

Formerly BP 5111.1

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching and Learning

SUBJECT: **Mathematics Instructional Material Adoption Recommendation for High School Electives**

This report will provide the Board of Education with information and the process followed for the recommendation of instructional materials for two courses, Financial Literacy and Statistics.

These two semester-long courses could be paired together to make a year-long math course or could be offered to fill a semester gap in a student's schedule. These courses are designed to ensure students are enrolled in four years of math to prepare them for whatever path they choose after high school.

Review Process

The mathematics Curriculum Study Committee (CSC) formed an adoption committee with representatives from Clark Magnet High School, Crescenta Valley High School, Daily High School, Glendale High School, and Hoover High School. The Teaching and Learning department reached out to publishers to obtain review copies of textbooks related to basic statistics and financial literacy. The adoption committee used Glendale Unified School District textbook evaluation rubrics and the California Mathematics Framework to evaluate and recommend instructional materials. Team members evaluated instructional materials on two separate days.

- March 30, 2022 – Financial Literacy
 - Hezhu Gao (Glendale)
 - Whitney Katzer (Crescenta Valley)
 - Armond Khodagulyan (Clark Magnet)
 - Laura Lopez (Hoover)
 - Greta Sukazian (Glendale)
 - Gar Quock (Daily & Verdugo Academy)

- April 5, 2022 - Statistics
 - Robert Bailey (Glendale)
 - Aurora Barboza Flores (Glendale)
 - Whitney Katzer (Crescenta Valley)
 - Sharon Kaufman (Hoover)
 - Armond Khodagulyan (Clark Magnet)

Teaching and Learning Secondary Math Teacher Specialist, Dr. Suzie Abajian, facilitated the evaluation and adoption process. The adoption process had eight steps, which included: pre-screen; content and standard alignment; program organization; assessment; universal access; instructional planning and support; appropriate supplemental instructional materials; and appropriate level of rigor for target audience. Each step of the process was scored based on rubrics.

Throughout the process, teachers came to a common understanding of the rubric components, indicators, and score values. Additionally, teachers learned the process used for developing consensus on individual lessons and units as a whole to provide rubric-based evidence for high-quality instructional materials.

Recommendations

Both committees reached consensus and made a recommendation to the mathematics CSC. On April 26, 2022, the mathematics CSC approved the recommendation of the adoption and implementation for the following instructional materials:

- Grable, John E., and Lance Palmer - *Introduction to Personal Finance: Beginning Your Financial Journey*, Wiley, 2019
- Starnes, Daren S. - *Statistics and Probability with Applications High School*, W.H. Freeman, 2021

Per Administrative Regulation 6141, the textbooks were posted for public review and comment for a two-week period and then the recommendation was presented to secondary principals for their review and recommendation. No public comments were offered to share with the principals. All secondary principals approved the recommendation to the Superintendent for approval of the two textbooks listed above.

The recommendation to adopt these materials will be presented as an action item at the June 14, 2022, Board of Education meeting.

Glendale Unified School District
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TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

INFORMATION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations
Officer/Director of Classified Personnel

SUBJECT: ACKNOWLEDGEMENTS OF SERVICE

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

Resignations:

1. Garcia, Emilio Effective 4/15/22
Behavior Intervention Assistant
Special Education Department
2. Garcia, Kimberly Effective 4/22/22
Behavior Intervention Assistant
Special Education Department

Retirements:

1. Jones, Maurice Effective 5/08/22
Custodian I 8 years, 5 months of service
Marshall Elementary School

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION ITEM NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Deborah Deal, Interim Chief Business and Financial Officer

SUBJECT: **Approval of Agreement with Southland Disposal Company for Waste Management Services**

The Superintendent recommends that the Board of Education approve an agreement with Southland Disposal Company for waste management services from July 1, 2022 through June 30, 2026; the 2022-23 estimated cost is \$370,000 funded from the General Fund.

It is recommended that the Board of Education approve the agreement between Glendale Unified School District and Southland Disposal Company for waste management services effective July 1, 2022 through June 30, 2026. The authority to issue this agreement is pursuant to Public Resources Code Section 40059(a)(2) which establishes that solid waste handling services may be granted under the terms and conditions prescribed by the governing board with or without competitive bidding.

This agreement is based on Southland Disposal Company's satisfactory services for GUSD, negotiated pricing, as well as their agreement to specific terms and conditions regarding equipment, service, compliance with applicable laws of the State of California, including SB 1383, and invoicing procedures. The agreement allows for the initial rates negotiated for 2022-23 to be increased annually during the term of the agreement by a maximum of 3%, based on the LA-Long Beach-Anaheim Metropolitan area consumer price index (CPI). The 2022-23 estimated cost is \$370,000 depending on SB 1383 compliance, and is funded from the General Fund.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

SERVICES AGREEMENT FOR WASTE DISPOSAL

This AGREEMENT is made and entered into this **17th day of May in the year 2022**, between the **Glendale Unified School District**, hereinafter referred to as (“DISTRICT”), and **Southland Disposal Company**, hereinafter referred to as “CONTRACTOR”. The DISTRICT and the CONTRACTOR are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT desires to obtain the following specialized services: Furnish all labor, materials, tools, equipment, supervision and applicable licenses and permits necessary to perform Waste Disposal Services at the Glendale Unified School District in a manner that will ensure a neat, orderly and professional appearance of the District. The CONTRACTOR shall furnish various exterior waste containers at numerous locations throughout the DISTRICT, following all guidelines and supplementary general conditions, hereinafter referred to as the “PROJECT”; and

WHEREAS, CONTRACTOR has indicated its willingness and commitment to provide its specialized services to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I

SCOPE AND SERVICES AND RESPONSIBILITIES

1. Services to be Provided by the CONTRACTOR. The CONTRACTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONTRACTOR’s proposal incorporated herein in Article II (the “CONTRACTOR’s WORK PLAN”). In the event of a discrepancy, inconsistency, or other difference between the terms of the CONTRACTOR’s WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. Contract Term. The effective period of this AGREEMENT is to be from **July 1, 2022, through June 30, 2026** (the “Period of Performance”). The CONTRACTOR shall provide all services required herein by the end of the Period of Performance as approved by the Board of Education on May 17, 2022. Provided that the legal authority [Public Resources Code Section 40059(a)(2)] or any other legal code that may prohibit the District to renew waste service contracts without competitive bids, the District will exercise annual renewals to continue services at expiration of AGREEMENT, providing sixty (60) days written notice, performance satisfaction, and mutual agreement to renew as outlined in this AGREEMENT.

3. CONTRACTOR represents that the CONTRACTOR has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONTRACTOR.

ARTICLE II

COMPENSATION TO THE CONTRACTOR

1. The DISTRICT shall compensate the CONTRACTOR as follows:

a. The DISTRICT agrees to pay the CONTRACTOR in accordance with the fee, rate and/or price schedule information set forth for the services performed pursuant to this AGREEMENT.

2022-23 Mixed Solid Waste Rates			
Days/Week	2 Yard	3 Yard	4 Yard
Once/Week	\$110.00	\$120.00	\$130.00
Twice/Week	\$200.00	\$220.00	\$240.00
Three/Week	\$260.00	\$ 270.00	\$292.50
Four/ Week	N/A	N/A	N/A
Five/Week	\$412.50	\$ 450.00	\$485.00
Special Pick (Normal Hours)	\$95.00	\$95.00	\$95.00
Special Pick (Off hours/Days)	\$95.00	\$95.00	\$95.00
Roll Off (Del/Pick Up)			\$ 150/\$610
Roll Off (over 6 tons)			\$75 per ton

2022-23 Mixed Recycling Rates			
Days/Week	2 Yard	3 Yard	4 Yard
Once/Week	\$50.00	\$ 60.00	N / A
Twice/Week	\$100.00	\$ 120.00	N / A
Three/Week	\$140.00	\$ 180.00	N / A
Four/ Week	N/A	\$ 240.00	N / A
Five/Week	\$220.00	\$ 300.00	N / A
Special Pick (Normal Hours)	\$95.00	\$95.00	\$ 95.00
Special Pick (Off hours/Days)	\$95.00	\$ 95.00	\$ 95.00

2022-23 Organics Recycling Rates			
Days/Week	65 Gallon	2 Yard	3 Yard
Once/Week	\$18.25	N/A	N / A
Twice/Week	\$36.45	N/A	N / A
Three/Week	\$54.70	N/A	N / A
Four/ Week	\$72.90	N/A	N / A
Five/Week	\$91.10	N/A	N / A
Special Pick (Normal Hours)	\$125.00	N/A	N / A
Special Pick (Off hours/Days)	\$125.00	N/A	N / A

2. The CONTRACTOR shall submit one (1) invoice monthly to the DISTRICT for actual services rendered during the billing period. Invoices for fees must reflect the date of the service. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on purchase order. The DISTRICT shall make payment to the CONTRACTOR of the approved invoiced amount within THIRTY (30) days of the DISTRICT's receipt of the approved invoice.

3. CHANGE IN FEE SCHEDULE – Review of fee schedule may be made on written request of CONTRACTOR sixty (60) days before the anniversary of the AGREEMENT and as well as for future renewal periods. Fee increases will be considered only under the following conditions:

- a) The Contractor shall be entitled to an annual increase of the base rate not to exceed THREE PERCENT (3%) --with the approval of the Board of Education-- based on the Los Angeles-Long Beach-Anaheim Metropolitan area Consumer Price Index (CPI). Conversely, if the CPI declines, the District will be entitled to a rate decrease.
- b) Fee increase requests must be documented and supported in sufficient detail and must be submitted by the Contractor to the District in writing sixty (60) days prior to the date of the renewal of the Agreement.

4. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONTRACTOR to make payments properly to its employees or subconsultants; or (3) failure of CONTRACTOR to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III
REIMBURSABLE EXPENSES

1. CONTRACTOR shall not be entitled to any "reimbursable expenses," whereas these are not applicable for the services.

ARTICLE IV
TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONTRACTOR for all services satisfactorily rendered under this AGREEMENT supported by documentary evidence.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay to the CONTRACTOR for all services rendered under this AGREEMENT supported by documentary evidence. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR.

5. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall cease operations as directed by DISTRICT in the notice; take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and not terminate any insurance provisions required in this AGREEMENT

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR'S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V
ADDITIONAL CONTRACTOR SERVICES

1. CONTRACTOR shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONTRACTOR's control. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONTRACTOR to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE VI
ACCOUNTING RECORDS OF THE CONTRACTOR

1. Records of the CONTRACTOR's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONTRACTOR, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR's receipt of the DISTRICT's written request, CONTRACTOR shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subconsultant's employees arising out of CONTRACTOR's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

e. ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR. IN NO EVENT SHALL THE CONTRACTOR'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONTRACTOR FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Each policy of insurance required in this Article shall name DISTRICT and its officers, agents and employees as additional insureds by separate endorsement; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance

with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX MISCELLANEOUS

1. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents 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 Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.
3. This AGREEMENT shall be governed by the laws of the State of California.
4. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.
5. Time is of the essence with respect to all provisions of this AGREEMENT.
6. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
7. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.
8. Confidentiality: The CONTRACTOR shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.
9. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.
10. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Glendale Unified School District
Attn: Vivian Ekchian, Ed.D.
223 N. Jackson Street, Glendale, CA 91206
Telephone: 818-241-3111
Facsimile: 818-546-2101

To the CONTRACTOR:

Southland Disposal Co.
Attn: Robert M. Arsenian
1525 Fishburn Ave., Los Angeles, CA 90063
Telephone: 323-780-7150
Facsimile: 323-780-7164

11. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONTRACTOR, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

12. Prevailing Wages: If applicable and required, CONTRACTOR shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONTRACTOR shall fully indemnify and defend the DISTRICT from any claims arising from CONTRACTOR's failure to meet and prevailing wage requirements.

13. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONTRACTOR shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONTRACTOR will have contract with pupils in the performance of services under this AGREEMENT. To demonstrate compliance with this provision, DISTRICT shall provide a Background Investigation Certification form, which shall be completed and submitted to DISTRICT prior to work on the PROJECT.

14. Compliance with District Policies: CONTRACTOR shall be solely responsible for ensuring CONTRACTOR's employees and subconsultants, if any, comply with all applicable DISTRICT policies related to the PROJECT, including but not limited to, the DISTRICT's tobacco, alcohol, and drug free policy and all applicable anti-discrimination policies and laws. CONTRACTOR shall review and familiarize itself and all employees with the DISTRICT's Board Policy to ensure such compliance.

15. Health Screening: CONTRACTOR certifies that all personnel providing services pursuant to this Agreement are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of DISTRICT students or staff, including, but not limited to tuberculosis testing and screening.

16. Exhibits: All Exhibits referenced below and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof:

Exhibit "A": Supplementary General Conditions
Exhibit "B": Certifications

17. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted and shall be governed by and construed in accordance with the laws of the State of California.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

SOUTHLAND DISPOSAL CO.

By _____
Print Name Robert M. Arsenian
Title Owner
Date May 17, 2022

GLENDALE UNIFIED SCHOOL DISTRICT

By _____
Print Name Vivian Ekchian, Ed.D.
Title Superintendent of Schools
Date May 17, 2022

Exhibit "A"
Supplementary General Conditions

- 1) CONTRACTOR shall maintain all containers in good working condition and ensure that they are free of unpleasant odors and unsightly damage to their exterior surfaces, including but not limited to broken lids, casters, rings, crushed containers, maintained against leakage, must be water tight and in sanitary condition.
- 2) Containers shall be painted in a uniform color that is acceptable to the DISTRICT. CONTRACTOR shall replace or repair any damaged, potentially unsafe, inoperative and/or unsightly piece of equipment on the job site within FORTY-EIGHT (48) hours of notification.
- 3) CONTRACTOR shall thoroughly clean (interior and exterior) each container two times per year on a schedule acceptable to the District. CONTRACTOR shall perform all cleaning, painting and heavy repair off the job site.
- 4) CONTRACTOR shall provide the DISTRICT with pickup schedule at the beginning of each contract period. The schedule must be approved by the DISTRICT prior to the implementation. The District reserves the right to deduct \$10.00 each time a container is not serviced according to the approved pick up schedule.
- 5) DISTRICT reserves the right to increase the number of bins and the number of pick-ups at each location during the duration of the contract, upon request of the DISTRICT, within 48 hours of request at the same applicable bid prices via email notification.
- 6) DISTRICT reserves the right to decrease the number of bins and the number of pick-ups at each location according the DISTRICT needs and CONTRACTOR to provide a credit for each bin(s) deducted on the next invoice via email notification.
- 7) Summer Schedule (July and August): A reduced schedule of pickups MAY be determined by the DISTRICT. CONTRACTOR will be notified FIFTEEN (15) days in advance. Billings for July and August are to reflect the reduced schedule of service, if applicable.
- 8) Weight tickets must be provided for any roll-off bins directly from the dump or sorting facility. Overweight charges will be incurred by the District for tonnage of rubbish over six (6) tons on ten (10) or forty (40) yard bins. The tonnage charge to be billed to the District will be the fee charged by the sorting facility or dump or the overweight tonnage fee per the agreement, whichever is less. Overweight charges will not be accepted on any bins under ten (10) yards. If weight tickets are not properly submitted per the above agreed upon rates and in a timely manner within 30 days from the date of service the District reserves the right to deem the charge invalid and short pay the invoice according to the above pricing.
- 9) Inspection and acceptance of service shall be performed by a representative of the DISTRICT.
- 10) Photographic documentation with an accurate time and date stamp must be provided via email for any extra pick-up charges billed by the CONTRACTOR. The documentation should also provide one OR both of the following: GPS coordinates to determine the exact location AND/OR a picture taken from the driver seat of the CONTRACTOR'S vehicle at the time of pick up that provides a wide enough field of view of the site to clearly identify the location.

- 11) If CONTRACTOR fails to service the District per the agreed upon pick up schedule, the District will notify the CONTRACTOR of the lapse of service via email and request immediate pick up. The CONTRACTOR will not invoice the DISTRICT for the day(s) missed and will credit the DISTRICT for any monies paid in advance of the service. In the event the CONTRACTOR has a lapse in service, the CONTRACTOR will not invoice the DISTRICT for any extra pick-up charges for that site on the following business day.
- 12) Route audits will be done at the DISTRICT'S request or no less than one (1) time each year and the results will be delivered to the DISTRICT, or designee via email.
- 13) CONTRACTOR must repair within 48 hours after occurrence, any damage to buildings, fences, etc. caused by their trucks or employees. Repairs not completed within 48 hours by the CONTRACTOR will force the DISTRICT to complete the repairs and deduct the cost from future payment.
- 14) CONTRACTOR'S trucks shall be equipped with approved safety devices, including back up warning bells and shall be required to keep trucks in good running condition, free of hydraulic leaks, etc. Further, all roll-off type containers provided to the DISTRICT for construction or other miscellaneous bulk items removal will be tarped properly according to City of Glendale code, with the tarp tightly secured to prevent construction materials or other such debris from blowing out of the container.
- 15) CONTRACTOR shall ensure that all gates are relocked after entering any District site to service containers, and again relocked after leaving the premises.
- 16) Emergency requests for containers to be cleaned and/or replaced (because of theft or damage) should be handled within 48 hours of notification by the DISTRICT.
- 17) The City of Glendale has a noise ordinance restricting loud noise before 7:00 a.m. Therefore, no trucks are allowed on DISTRICT property prior to 7:00 a.m., Monday through Friday, and 8:00 a.m. on weekends.
- 18) It is important that all drivers and other field personnel exercise caution when operating their vehicle and that the CONTRACTOR maintain an up-to-date driver safety program with regular monthly meetings to ensure safe driving practices.
- 19) CONTRACTOR shall secure and pay for all necessary licenses, permits, taxes, fees, and any other costs that are required by city, county, state and federal government or agencies for the performance of waste collection and disposal and/or recycling services for the DISTRICT. The cost of these fees, licenses and permits are considered a cost of doing business under the contract and will not be allowed as separate prices.

END OF EXHIBIT "A"

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching and Learning

SUBJECT: **Approval of English Language Arts Instructional Material
Adoption for Grades 6-12**

The Superintendent recommends that the Board of Education approve the adoption of instructional materials for new culturally diverse novels for English Language Arts in Grades 6-12.

The SpringBoard English Language Arts instructional materials adoption in April 2019 included the purchase of three novels per student per school to provide updated literature to support classroom instruction. A novel selection committee was formed to review and assess teacher recommended novels that reflect the diversity of the Glendale Unified School District (GUSD) student population and exposes students to culturally validating experiences of all people. The committee, led by the Teaching and Learning department, included teacher representatives from grades 6-12 and from each school. The committee considered the student reading experience from grades 6-12 and the extent to which all students will have exposure to rich literary texts that reflect their own experiences and foster understanding and appreciation of others. Through multiple meetings and literature evaluations, the Novel Committee selected a range of texts that provide academic rigor as well as opportunities to develop and deepen cultural competency, empathy, and engagement with real-world issues.

Review Process

The process to explore literature began in February 2020 under the leadership of Teaching and Learning specialist, Sandra Espinoza, and completed in March 2022 under the leadership of Teaching and Learning secondary English Language Arts/English Language Development (ELA/ELD) specialist, Laura Gaboudian.

Three graduating seniors from the class of 2021 met with the committee to open the second meeting in the spring of 2021. They shared their experiences with the literature they

engaged with during their academic careers in GUSD. They expressed a deep dissatisfaction with the lack of diverse authors, characters, and themes. They rarely saw themselves or many of their classmates represented in the stories they were assigned to read. Their powerful testimony inspired the committee to complete this work despite the challenges brought by the pandemic.

The Novel Committee included teacher representation from teachers in grades 6-12 and from all middle and high schools. Additionally, teachers from Balboa Elementary School, Fremont Elementary School, and Monte Vista Elementary School represented all sixth grade elementary teachers. The committee used resources and recommendations from the Glendale Library, Arts and Culture staff such as TeachingBooks and Novelist to identify options for appropriate diverse literature that provides grade appropriate rigor, cultural competency, empathy, and engagement with real-world issues.

Committee members selected novels for further exploration and the Teaching & Learning department obtained review copies of novels for committee members and other English teachers to evaluate. The Novel Committee met multiple times to discuss novels, review data, further evaluate and finally select novels. The Novel Committee used the Los Angeles County Office of Education diverse text evaluation tool for each novel in addition to the GUSD book evaluation cards.

The committee met five times over two years to conduct this important work. The chart below summarizes the purpose of these meetings:

Meeting Date	Format	Purpose
February 5, 2020	In Person	Initial meeting
March 2, 2021	Zoom	Student voice and exploration of diverse literature options
October 6, 2021	Zoom	Narrowing of recommendations for further review
March 2, 2022	In Person	Review of recommendations and agreements for grades 6-8
March 3, 2022	In Person	Review of recommendations and agreements for high school

The novel committee created a revised structure for categorizing and prioritizing texts to be used at each grade level and presented the lists to the English Curriculum Study

Committee (CSC) for approval. The following three categories of novels were approved for recommendation by the English CSC:

1. Core Consensus Novel by Grade Level:

- One text per grade level that 100% of ELA teachers at that grade level will teach.
- Not necessarily a novel within a SpringBoard unit.
- Not an optional text.

The following novels were selected by the committee and recommended by the English CSC as Core Consensus:

Grade	Title	Author
6	Walk Two Moons	Sharon Creech
7	Other Words for Home	Jasmine Warga
8	The Giver	Lois Lowry
8 Advanced	Fahrenheit 451	Ray Bradbury
9	My Name is Aram	William Saroyan
9	The House on Mango Street	Sandra Cisneros
10	Born a Crime	Trevor Noah
11	The Great Gatsby	F. Scott Fitzgerald
12	The Joy Luck Club	Amy Tan

2. Grade Level Reserve:

- Each grade level designates up to four novels for use in that grade level only.
- These are all optional texts.
- School grade level teams choose which novels they will use.

The following novels have been selected as Grade Level Reserve:

Grade	Title	Author
6	Freak the Mighty	Rodman Philbrick
6	Like Water on Stone	Dana Walrath
6	Number the Stars	Lois Lowry

6	The Unteachables	Gordon Korman
Grade	Title	Author
7	Brown Girl Dreaming	Jacqueline Woodson
7	Flying Lessons and Other Stories	Edited by Ellen Oh
7	Schooled	Gordon Korman
7	The Outsiders	S.E. Hinton
8	Darius the Great Is Not Okay	Adib Khorram
8	Legend	Marie Lu
8	MAUS	Art Spiegelman
8	Persepolis	Marjane Satrapi
9	Romeo & Juliet	William Shakespeare
9	The Diary of a Part-time Indian	Sherman Alexie
9	To Kill a Mockingbird	Harper Lee
10	A Thousand Splendid Suns	Khaled Hosseini
10	Animal Farm	George Orwell
10	Night	Elie Wiesel
10	Things Fall Apart	Chinua Achebe
11	Into the Wild	Jon Krakauer
11	Just Mercy	Bryan Stevenson
11	The Crucible	Arthur Miller
11	Their Eyes Were Watching God	Zora Neale Hurston
12	1984	George Orwell
12	Kindred	Octavia E. Butler
12	Pygmalion	George Bernard Shaw

3. Supplemental Novels for Any Grade Level:

- A selection of novels that the committee has determined are culturally diverse and appropriate for specific grade bands.
- Not reserved for specific grade levels.
- Teachers can choose to incorporate at any grade level within a school.

- Each school's ELA department must ensure that if a novel from this category is selected for one grade level that it is not also selected for another grade level at that school.

The following novels have been selected as Supplemental:

Grade	Title	Author
6-8	Piecing Me Together	Renee Watson
6-8	Show Me a Sign	Ann Clare LeZotte
6-8	Tangerine	Edward Bloor
6-8	The Inquisitor's Tale	Adam Gidwitz
6-8	The Road from Home	David Kherdian
9-12	Between the World and Me	Ta-Nehisi Coates
9-12	Black Dog of Fate	Peter Balakian
9-12	House of Purple Cedar	Tim Tingle
9-12	I Am Malala	Malala Yousafzai
9-12	Monster	Walter Dean Myers
9-12	My Mother's Voice	Kay Mouradian
9-12	Of Mice and Men	John Steinbeck
9-12	Still Life with Rice	Helie Lee
9-12	The Curious Incident of the Dog at Nighttime	Mark Haddon
9-12	The Hundred-Year Walk	Dawn Anahid Mackeen

Recommendations

The Novel Committee reached consensus and made a recommendation to the ELA CSC. The ELA CSC approved the recommendation of the adoption and implementation for the instructional materials outlined above in grades 6-12 ELA courses on March 29, 2022. Some of the novels listed above were previously approved for use in GUSD classrooms. The following novels from the lists above are not yet approved and were recommended to the secondary principals for approval:

Grade	Novel Category	Title	Author
6	Reserved for Grade Level	Like Water on Stone	Dana Walrath
6	Reserved for Grade Level	Number the Stars	Lois Lowry
6	Reserved for Grade Level	The Unteachables	Gordon Korman
7	Core Consensus	Other Words for Home	Jasmine Warga
7	Reserved for Grade Level	Brown Girl Dreaming	Jacqueline Woodson
7	Reserved for Grade Level	Flying Lessons and Other Stories	Edited by Ellen Oh
7	Reserved for Grade Level	Schooled	Gordon Korman
8	Reserved for Grade Level	Darius the Great Is Not Okay	Adib Khorram
8	Reserved for Grade Level	Legend	Marie Lu
8	Reserved for Grade Level	Persepolis	Marjane Satrapi
6-8	Supplemental	Piecing Me Together	Renee Watson
6-8	Supplemental	Show Me a Sign	Ann Clare LeZotte
6-8	Supplemental	The Inquisitor's Tale	Adam Gidwitz
6-8	Supplemental	The Road from Home	David Kherdian
10	Core Consensus	Born a Crime	Trevor Noah
10	Reserved for Grade Level	A Thousand Splendid Suns	Khaled Hosseini
11	Reserved for Grade Level	Just Mercy	Bryan Stevenson
9-12	Supplemental	Between the World and Me	Ta-Nehisi Coates
9-12	Supplemental	House of Purple Cedar	Tim Tingle

9-12	Supplemental	I Am Malala	Malala Yousafzai
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Parent/Guardian Feedback

Per Administrative Regulation 6141, the novels were posted for public review and comment for a two-week period from April 1 to April 14, 2022, and principals sent informational flyers to families detailing the categories of novels above along with links to more information. Parents/guardians were provided an optional feedback form and asked to rank their overall impression of the lists on a scale of 1 to 3, with 1 meaning “I have concerns about one or more of the novels” and 3 meaning “I fully support these novels.” The survey also included an open-ended response option. Of the 201 responses, 188 (91%) indicated they fully support the novels, and 15 (7%) indicated they had concerns. Four responses (2%) were neutral. The open-ended comments were overwhelmingly supportive. The concerns expressed by a small number of respondents included the perceived political views of authors, general objections to diverse literature, objections that the list was not diverse enough and does not adequately include certain groups, and a specific concern about one passage in one of the books. Many expressed concerns about the optional survey itself because they felt it was undermining the professional expertise of the teachers on the selection committee and allowing the general public the authority to dictate what is or is not taught in GUSD classrooms.

The recommendation from the English CSC and a summary of the parent/guardian feedback was shared with all principals for their review and recommendation on April 20, 2022, for high school principals and April 21, 2022, for middle school principals. All principals approved the recommendation to the Superintendent for approval of the novels.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Nancy Hong, Director, FLAG/Magnet Programs

SUBJECT: Approval of Amended Contract with Code to the Future

The Superintendent recommends that the Board of Education approve an amended contract with Code to the Future to extend the contract terms for computer science professional development for teachers and staff at Roosevelt STEAM Academy Magnet through the 2025-2026 school year at no additional cost to the District.

At its meeting on July 16, 2019, the Board of Education approved a five-year contract with Code to the Future to provide computer science professional development for teachers and staff at Roosevelt Science, Technology, Engineering, the Arts and Mathematics (STEAM) Academy Magnet.

The partnership with Code to the Future provides the Roosevelt STEAM Academy Magnet team:

- Proprietary teaching tools, content, lesson plans, epic builds and other materials.
- Invitation to League Of Innovative Computer Science Immersion Programs.
- On-site professional development and coaching by a highly trained Code to the Future facilitator for all Roosevelt STEAM Academy Magnet teachers.
- Code to the Future staff models, the lessons in the classroom for the teachers, helping reach some lessons in the classroom, partaking in Professional Learning Community debriefing and feedback opportunities and facilitating specific lessons.

The terms of the five-year contract included the following:

2019-2020

- 36 days of onsite support and coaching; 8 days of professional development and technical assistance for teachers and staff
- Cost: \$100,000

2020-2021

- 36 days of onsite support and coaching; 8 days of professional development and technical assistance for teachers and staff
- Cost: \$100,000

2021-2022

- 24 days of onsite support and coaching; 6 days of professional development and technical assistance for teachers and staff
- Cost: \$67,000

2022-2023

- 12 days of onsite support and coaching; 4 days of professional development and technical assistance for teachers and staff
- Cost: \$33,000

2023-2024

- 12 days of onsite support and coaching; 4 days of professional development and technical assistance for teachers and staff
- Cost: \$33,000

Due to the pandemic, which necessitated the transition for staff and students to distance and hybrid learning and, in some instances, independent study, the District was not able to fully receive the services for two years as outlined in the original contract. Therefore, Code to the Future has extended the contract and services for two years (valid now through the 2025-2026 school year) at no additional cost to the District or change to the agreed-upon services. The new terms are:

2019-2020

- 36 days of onsite support and coaching; 8 days of professional development and technical assistance for teachers and staff
- Cost: \$100,000

2020-2021

- 0 days of onsite support and coaching; 0 days of professional development and technical assistance for teachers and staff
- Cost: \$0

2021-2022

- 0 days of onsite support and coaching; 0 days of professional development and technical assistance for teachers and staff
- Cost: \$0

2022-2023

- 36 days of onsite support and coaching; 8 days of professional development and technical assistance for teachers and staff
- Cost: \$100, 000

2023-2024

- 24 days of onsite support and coaching; 6 days of professional development and technical assistance for teachers and staff
- Cost: \$67, 000

2024-2025

- 12 days of onsite support and coaching; 4 days of professional development and technical assistance for teachers and staff
- Cost: \$33, 000

2025-2026

- 12 days of onsite support and coaching; 4 days of professional development and technical assistance for teachers and staff
- Cost: \$33, 000

The Career Technical Education Incentive Grant funds the Code to the Future contract.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

**ADDENDUM TO AGREEMENT BETWEEN CODE TO THE FUTURE AND
GLENDALE UNIFIED SCHOOL DISTRICT
FOR CURRICULUM AND INTEGRATION**

Whereas, the COVID-19 school closures has created the need for a re-start of the planned teacher support in order to prepare GUSD for a successful Computer Science program at Roosevelt Middle School

This Addendum amends and modified the Agreement between Code To The Future and Glendale Unified School District for Curriculum Integration (“Agreement”) dated 5/16/2019, made and entered into by the parties, as follows:

Section 7 of the Agreement is deleted in its entirety and replaced with the following language:

7. Training and Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTTF staff modeling the lessons in the classroom for teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Summary of Curriculum Support Days for the 2019-20 School Year

Support and Coaching at School 1 MS	36 days
Professional Development & Technical Assistance for GUSD teachers and staff	8 days

Summary of Curriculum Support Days for the 2020-21 School Year

Support and Coaching at School 1 MS	0 days
Professional Development & Technical Assistance for GUSD teachers and staff	0 days

Summary of Curriculum Support Days for the 2021-22 School Year

Support and Coaching at School 1 MS	0 days
Professional Development & Technical Assistance for GUSD teachers and staff	0 days

Summary of Curriculum Support Days for the 2022-23 School Year

Support and Coaching at School 1 MS	36 days
Professional Development & Technical Assistance for GUSD teachers and staff	8 days

Summary of Curriculum Support Days for the 2023-24 School Year

Support and Coaching at School 1 MS	24 days
Professional Development & Technical Assistance for GUSD teachers and staff	6 days

Summary of Curriculum Support Days for the 2024-25 School Year

Support and Coaching at School 1 MS	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

Summary of Curriculum Support Days for the 2025-26 School Year

Support and Coaching at School 1 MS	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

Exhibit A of the Agreement is amended and replaced with the Exhibit C attached to this Addendum.

All other provisions of the Agreement between Code To The Future and Glendale Unified School District for Curriculum Integration remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Addendum.

CODE TO THE FUTURE

GLENDALE UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Date _____

Date May 18, 2022

EXHIBIT "C"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

Pricing

2019-2020	\$100,000
2020-2021	\$0
2021-2022	\$0
2022-2023	\$100,000
2023-2024	\$67,000
2024-2025	\$33,000
2025-2026	\$33,000

Payment Terms

July 15, 2019	\$100,000
July 15, 2020	\$0
July 15, 2021	\$0
July 15, 2022	\$100,000
July 15, 2023	\$67,000
July 15, 2024	\$33,000
July 15, 2025	\$33,000

All payments/required deposits are non-refundable.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra E. Rinder, Executive Director, Special Education

SUBJECT: **Approval of Additional Services Agreement Between Glendale Unified School District and Therapy Travelers, LLC**

The Superintendent recommends that the Board of Education approve an additional services agreement between Glendale Unified School District and Therapy Travelers, LLC in an amount not to exceed \$60,000 for providing speech, physical, and occupational therapy and psychological services for special education students for the remainder of the 2021-2022 school year.

At its meeting of July 13, 2021, the Board of Education approved a contract with Therapy Travelers, LLC in the amount of \$50,000 to provide speech/language therapy, occupational/physical therapy, and psychological services to special education students. At its meeting of February 1, 2022, the Board of Education approved an additional contract with Therapy Travelers, LLC in the amount of \$160,000. Due to the vacancies created by staff on leave as well as increased staffing demand, it is estimated that an additional \$60,000 will be required to cover services needed for the remainder of the 2021-2022 school year.

Special Education resources will be used to pay for these services.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence;

Glendale Unified School District
Action Report No. 4
May 17, 2022
Page 2

support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and Therapy Travelers, LLC, herein after referred to as (“Contractor”).

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about May 1, 2022 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

Provides Speech and psychological Services

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: \$60,000.00 (Sixty thousand).

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Stephen Dickinson

Contractor:

Therapy Travelers, LLC
2041 Rosecrans Suite 245
El Segundo, CA 90245
ATTN: contracts@therapytravelers.com

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Therapy Travelers, LLC

By: *Carol Cheney*
Signature

Carol Cheney

Print Name

President

Title

Dated: 5/10/2022 | 10:29:46 AM PDT, 2022

By: *Jeremy Adams*
Signature

Jeremy Adams

Print Name

Manager of Contracts Administration Team

Title

Dated: 5/10/2022 | 10:09:03 AM PDT, 2022

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

Information regarding Contractor:

License No.:

Address: 2041 Rosecrans Ste. 245

El Segundo, CA 90245

Employer Identification Number:

82-2788806

Telephone: (888)223-8002

Email: contracts@therapytravelers.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent Educational Services

Title

Dated: _____, 2022

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Consultant, as needed, to provide speech, occupational & physical therapy and psychological services to Special Education students.

ADDENDUM B

“Cost Proposal”

Rates:

School psychologist: \$95/hour

Speech Language Pathologist: \$90/hour

Speech Language Pathologist Assistant: \$65/hour

Occupational Therapist: \$85/hour

Physical Therapist: \$85/hour

Please note: - Cancellation Notice (without cause) - 20 working days required
(by the District and or Contractor)

* If there are any concerns, the contract can be termed immediately

Materials will be provided by the District.

Glendale Unified School District

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 5/10/2022 | 10:29:46 AM PDT

Name of Contractor: Therapy Travelers LLC

Signature: DocuSigned by:
Carol Cheney
22D2D10C8B9842F...

Print Name and Title: Carol Cheney, President

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

Glendale Unified School District

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

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

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

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

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

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have **NO CONTACT** with pupils.
- The Contractor, its employees, and subcontractors will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than **LIMITED CONTACT** with pupils but will assure that **ONE (1) OR MORE** of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
- Check all methods to be used:**
- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. **Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (Fingerprint Certification List).**

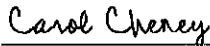
Glendale Unified School District

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date:

DocuSigned by:

 22D2D10C68B842F...

Name of Contractor or Company:

Therapy Travelers LLC

Representative's Name and Title:

Carol Cheney, President

Signature:

5/10/2022 | 10:29:46 AM PDT

Glendale Unified School District

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

The undersigned declares:

I am the President of Therapy Travelers 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 5/10/2022 [date], at El Segundo [city], CA [state].

DocuSigned by:
Carol Cheney
22D2D10C65447474
Signature

Carol Cheney
Print Name

Glendale Unified School District

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

I am a representative of the Therapy Travelers 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:

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- D Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: 5/10/2022 | 10:29:46 AM PDT

Name of Contractor: Therapy Travelers LLC

Signature: DocuSigned by:
Carol Cheney

Print Name and Title: 22D2D10C6B8842F...
Carol Cheney, President

Glendale Unified School District

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

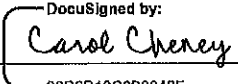
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Therapy Travelers 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.

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

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

Name of Contractor: Therapy Travelers LLC

Signature: 
22D2D10C8B8842F...

Print Name and Title: Carol Cheney, President

Date: 5/10/2022 | 10:29:46 AM PDT

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

SUBJECT: **Approval of Services Agreement with Deal Consulting, Inc. –
Interim Chief Business Officer**

The Superintendent recommends that the Board of Education approve an Agreement with Deal Consulting, Inc. to perform the duties of Interim Chief Business Officer from May 11, 2022 through June 30, 2022 at a cost not to exceed \$59,500.

Deborah Deal of Deal Consulting, Inc. will act as the Interim Chief Business Officer at the District Office and provide financial technical assistance, and other specialized projects agreed upon by the parties. The District shall pay the contractor \$195 per hour as needed, directed, and determined solely by the District.

The attached Services Agreement for Deal Consulting, Inc. is being presented for approval by the Board of Education. The contract's term commences May 11, 2022 and concludes on June 30, 2022. The total amount of the contract shall not exceed \$59,500.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INTERIM CHIEF BUSINESS OFFICIAL SERVICES

THIS AGREEMENT is made and entered into May 11, 2022, between GLENDALE UNIFIED SCHOOL DISTRICT, located at 223 North Jackson St, Glendale, CA 91206, referred to as "District," and DEAL CONSULTING, INC., located in Los Angeles County.

RECITALS

The District has certain financial, economic, accounting, and/or administrative matters requiring specialized professional services, training and/or advice not available to the District without cost, either internally or from other public agencies.

Deal Consulting, Inc. (Deal Consulting) is specially experienced and competent to provide to the District specialized services and/or advice in one or more of these matters.

The District desires to contract with professionally trained Deal Consulting to assist the Superintendent and District Officials with specialized technical assistance (the "Project").

The District therefore agrees to retain Deal Consulting, and Deal Consulting agrees to perform the services set forth in this agreement, on the following terms and conditions.

1. **TERM OF AGREEMENT:** The term of the Agreement is from May 11, 2022, to June 30, 2022.
2. **PROJECT SCOPE:** The Project is to act as the Interim Chief Business Official at the District Office and provide financial technical assistance, and other specialized projects agreed upon by the parties. The precise matters to be worked on will be decided by the District in its sole discretion.
3. **PRODUCTS:** In connection with its work on the Project, Deal Consulting will create and provide written reports or assessments, or other documentation as agreed upon between Deal Consulting and the District. Deal Consulting will submit the products to the District no later than ten (10) days before the final date of this Agreement, or the District may withhold payment of Deal Consulting's final invoice until the products are received.

The District will indicate acceptance of the products in writing to Deal Consulting within ten working days of receipt of same.

4. **LOCATION:** Deal Consulting will provide its services at District's offices, and through videoconferencing and/or teleconferencing. The time and place of the services may be changed from time to time as agreed by the parties.
5. **COMPENSATION:** The District agrees to pay Deal Consulting at the rate of \$195.00 per hour as needed, directed, and determined solely by District. In no event

will Deal Consulting's compensation exceed Fifty-Nine Thousand Five Hundred Dollars (\$59,500.00) for the period of May 11, 2022, through June 30, 2022.

Deal Consulting will not be entitled to any other compensation or benefits from the District of any kind or type, including, but not limited to, benefits, insurance, or in-kind services.

Deal Consulting will provide the District a monthly invoice detailing the time, dates of service, and description of services provided for the preceding month, and any other billing breakdown the District may require. A purchase order number must be shown on each invoice if requested. If requested by the District, Deal Consulting will invoice individual matters worked on separately by line item showing the type and quantity of time expended on each matter. Deal Consulting will account for, and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments will be made by the District monthly, within 30 days from receipt of a monthly invoice from Deal Consulting.

Deal Consulting will be responsible for all ordinary expenses incurred in connection with the performance of this Agreement, including, but not limited document reproduction expenses, and computer and telephone charges. Services and expenses that are above the ordinary and are required will not be reimbursable unless previously authorized in writing by the District and controlled by a Board approved addendum to this Agreement.

Invoices requesting payment for Additional Services performed in accordance with Section 6, below, must reflect the compensation approved by the District and include a copy of the District's written authorization. No claim by Deal Consulting for additional compensation related to any Additional Services will be valid without the District's prior written approval to proceed with such Additional Services as required by Section 6.

6. **ADDITIONAL SERVICES:** Deal Consulting will notify the District in writing if a need for additional services arises due to circumstances beyond Deal Consulting's control ("Additional Services"). Deal Consulting will obtain written authorization from the District before rendering any Additional Services. The District may also require Deal Consulting to perform Additional Services which are, in the District's discretion, deemed necessary. Compensation for all Additional Services will be negotiated and approved in writing by the District before Deal Consulting performs such Additional Services. Deal Consulting will not be entitled to any compensation or reimbursement for performing any Additional Services that are not previously approved by the District in writing.
7. **INDEPENDENT CONTRACTOR:** The District and Deal Consulting acknowledge that Deal Consulting is an independent contractor and not an officer, agent, or employee of the District. Deal Consulting will pay all personal State and federal taxes as an independent contractor and acknowledges that, as an

independent contractor, Deal Consulting is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Deal Consulting will at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Deal Consulting should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Deal Consulting's special expertise and potential contact with students, Deal Consulting will not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District, in the District's sole discretion. Any attempt to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District will be void and without effect, and will permit the District to terminate this Agreement immediately with no further payments due to Deal Consulting for work subcontracted, transferred, or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Deal Consulting is given written approval for the use of subcontractors, Deal Consulting acknowledges that all subcontractors will comply with Section 9 of this agreement requiring Criminal Background Checks.

Any subcontractor(s) allowed will be at no additional expense to the District and will be paid from Deal Consulting's own resources and billings. Deal Consulting will pay all wages, salaries, benefits, and other amounts due to Deal Consulting's subcontractors, and will be fully responsible for all reports and obligations respecting Deal Consulting's subcontractors.

8. **INSURANCE:** Deal Consulting will, at Deal Consulting's expense, procure and maintain for the duration of this Agreement, general liability, and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Deal Consulting and Deal Consulting's subcontractors, agents, employees, or representatives.
 - A. **WORKERS' COMPENSATION INSURANCE:** Workers' compensation insurance is not required for a sole owner S-Corporation.
 - B. **COMMERCIAL GENERAL LIABILITY:** Personal Umbrella Policy insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury, and property damage liability per occurrence, including:
 1. Auto
 2. Property
 3. Personal injury.
 - C. **AUTO LIABILITY INSURANCE:** Auto liability insurance with limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit, bodily injury, and property damage liability per occurrence, covering owned, non-owned and hired vehicles.

- D. Deal Consulting will deliver certificates of insurance to the District as evidence of compliance upon written request. If Deal Consulting fails to secure or maintain any policy of insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, Deal Consulting, and in such event Deal Consulting will reimburse the District upon demand for the cost thereof.
9. **CRIMINAL BACKGROUND CHECKS:** As an independent contractor providing services requested by the District, Deal Consulting warrants and represents that, in the performance of this Agreement, neither Deal Consulting nor any of Deal Consulting's subcontractors, if approved pursuant to Section 4 of this Agreement, will have substantial contact with any students. However, in the event that Deal Consulting or any of Deal Consulting's subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Deal Consulting and all of Deal Consulting's subcontractors will comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all the District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.
10. **CONFIDENTIALITY:** Deal Consulting and all personnel designated by Deal Consulting to perform under this Agreement will maintain the confidentiality of all information received in the course of performing this Agreement. This requirement will extend beyond the effective termination or expiration date of this Agreement. All materials prepared by Deal Consulting under this Agreement will become the property of the District during and upon completion of the terms of this Agreement. All materials must be submitted to the District within 10 days of demand by the District.
11. **CONFLICTS:** Deal Consulting will not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Deal Consulting agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District will, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.
12. **TERMINATION:** Termination of this Agreement will be governed by the following:
- A. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Deal Consulting; or if the District should decide to abandon or indefinitely postpone the Project.
- B. In the event of a termination based upon abandonment or postponement by the District, the District will pay to Deal Consulting for all services performed, and expenses incurred, under this Agreement supported by

documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due Deal Consulting for Board approved Additional Services. To determine the services rendered by Deal Consulting up to the date of termination of this Agreement, consideration will be given to both completed work and work in process of completion. In the event of a termination for a substantial failure of performance, all costs or damages associated with the termination will be deducted from payments to Deal Consulting.

- C. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination will be treated as a termination for convenience in accordance with Section 12(D) below, and Deal Consulting will have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Deal Consulting.
 - D. This Agreement may be terminated without cause by the District upon fourteen (14) days written notice to Deal Consulting. In the event of a termination without cause, the District will pay to Deal Consulting for all services performed, and expenses incurred, under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due Deal Consulting for Board approved Additional Services.
 - E. In the event of a dispute between the parties as to performance of the work or the interpretation of this agreement, or payment or nonpayment for work or services performed or not performed, the parties will attempt to resolve the dispute. Pending resolution of this dispute, Deal Consulting agrees to continue the work diligently to completion. If the dispute is not resolved, Deal Consulting agrees it will neither rescind the Agreement nor stop the progress of the work, but Deal Consulting's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.
 - F. The parties understand and agree that this Section will govern all termination rights and procedures between the parties. Any other terms, conditions and/or provisions, that address, affect or otherwise purport to govern the termination of this agreement and/or the termination rights of the parties will be void and unenforceable between the parties.
13. **LICENSING:** Deal Consulting will, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.
14. **COMPLIANCE WITH LAWS:** Deal Consulting will keep fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the provision of services. In the event Deal Consulting performs

any work contrary to such laws, rules and regulations, Deal Consulting will be solely responsible for all costs arising there from.

15. **GOVERNING LAW/VENUE:** This Agreement will be governed by the laws of the State of California, Los Angeles County. This Agreement will not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue will be in the Superior Courts of the County of Los Angeles.
16. **ASSIGNMENT:** Deal Consulting agrees not to assign this contract or any interests therein without the approval in writing of the District. Any attempt to assign or sublet this Agreement without the District approval will be invalid.
17. **SEVERABILITY:** If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions will not in any way affect the validity or enforceability of any other provisions of this Agreement.
18. **WAIVER:** No waiver of any default will constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party will give the other party any contractual rights by custom, estoppel, or otherwise.
19. **DISPUTE RESOLUTION:** Any claims or controversy arising out of or related to this Agreement, or the breach thereof, will first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 14 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.
20. **ENTIRE AGREEMENT:** Each Party has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each Party agrees and represents that no promise, inducement, or agreement not herein expressed has been made to effectuate this Agreement. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement will be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

This Agreement does not include or incorporate the terms of any general conditions, conditions, terms and conditions, master agreement or any other boilerplate terms or form documents prepared by Deal Consulting. Any reference to boilerplate terms and conditions in documents previously submitted by Deal Consulting will be null and void and have no effect upon this agreement.

21. **OWNERSHIP OF REPORTS AND OTHER DOCUMENTS:** The reports and/or other documents that are prepared, reproduced, maintained, and/or managed by Deal Consulting in accordance with this agreement, will be and remain the property of the District (hereinafter "Property"). The District may provide Deal Consulting a written request for the return of its Property at any time. Upon Deal Consulting's receipt of the District's written request, Deal Consulting will return the requested Property to the District within seven (7) calendar days. Failure of Deal Consulting to provide the District with its Property within the time detailed herein this section will be a material breach of this Agreement.
22. **NO THIRD-PARTY BENEFICIARY:** Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of any third party against either the District or Deal Consulting.
23. **SUCCESSORS AND ASSIGNS:** The District and Deal Consulting, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.
24. **LITIGATION COSTS AND EXPENSES:** If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, each Party will bear its own litigation costs and expenses, including reasonable attorney's fees.
25. **CONTRACT INTERPRETATION:** This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
26. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and the counterparts will constitute one and the same instrument, all of which will be sufficient evidence of this Agreement.
27. **BOARD APPROVAL:** In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. All services rendered prior to Board approval will be deemed voluntary, a gift and will not be subject to compensation.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Glendale Unified School District

By: *Vivian Ekchian* Date: May 6, 2022
Dr. Vivian Ekchian, Superintendent

Board Approval Date: _____

Deal Consulting, Inc.

Deborah L. Deal

Date: May 4, 2022
Deborah Deal, Owner

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

SUBJECT: **Declaration of Need for Fully Qualified Educators for the 2022-2023 School Year**

The Superintendent recommends that the Board of Education approve the Declaration of Need for Fully Qualified Educators and to grant authorization for the hiring of teachers on emergency permits based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position(s).

Upon approval of this Declaration of Need for Fully Qualified Educators by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire emergency permit teachers for CLAD/English Learner Authorization, BCLAD/Bilingual Authorization, Library Media Teacher Services, Clinical or Rehabilitative Services and limited assignment teachers. Notwithstanding, Glendale Unified School District will hire emergency permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Declaration will remain in force until June 30, 2023. Submission of the Declaration of Need for Fully Qualified Educators by the local education agency is a prerequisite to the issuance of any emergency permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80026, which requires that the annual Declaration be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The Declaration is based on last year's actual needs, projected student enrollment, and staffing allocations for the 2022-2023 school year.

Our continued District Priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

SUBJECT: **Approval of Services Agreement with Kokomo Solutions, Inc.**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Kokomo Solutions, Inc. for providing incident management software and support for a total cost of \$78,000, including onboarding costs.

The District is in need of a centralized system to record and track incidents involving students, employees, and parents/community members. Additionally, the Kokomo system will manage COVID-19 contact tracing and vaccine/test management for up to 30,000 students, faculty, and staff. By providing access to essential and accurate information at all times, this system will allow GUSD department administrators to support site administrators more efficiently, thus providing a safer environment for students and employees at all GUSD sites.

Kokomo Solutions, Inc. will provide incident management software and services to centralize case management, contact tracing, and vaccine/test management. The District shall pay the contractor \$4,500 per month for 12 months for a total of \$54,000 per year, in addition to initial Onboarding Labor Costs of \$24,000 for the first year.

The agreement is in effect June 1, 2022 through May 31, 2023.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and _____, herein after referred to as (“Contractor”).

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about _____ and will diligently perform as required and complete performance by _____.

2. **Scope of Services**

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

3. **Compensation**

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

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. **Notice**

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Stephen Dickinson

Contractor:

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: _____

By: _____
Signature *[Handwritten Signature]*

Title

Print Name

Dated: _____, 20__

By: _____
Signature *Kevin Chi*

Title

Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number: _____

Address: _____

Telephone: _____
Email: _____

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

Other: _____

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

Glendale Unified School District

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

ADDENDUM B

“Cost Proposal”

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

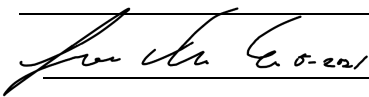
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: _____

Name of Contractor: _____

Signature:  _____

Print Name and Title: _____

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

EXHIBIT “B”
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services (“Agreement”).

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

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

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:
- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. **Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).**

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an “EMERGENCY OR EXCEPTIONAL SITUATION,” such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.” [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor’s employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of Contractor provided services.

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

Date: _____

Name of Contractor or Company: _____

Representative’s Name and Title: _____

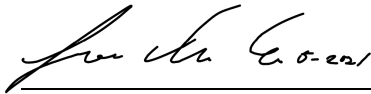
Signature:  _____

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].



Signature

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

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

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

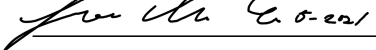
Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- D Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor: _____

Signature:  _____

Print Name and Title: _____

EXHIBIT “E”

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

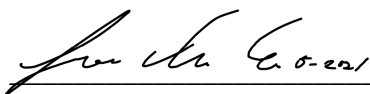
The undersigned does hereby certify to the Governing Board of the District as follows:

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

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

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

Name of Contractor: _____

Signature:  _____

Print Name and Title: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Approval of Subscription for ParentSquare (Q Communication) with Aequitas**

The Superintendent recommends that the Board of Education approve the subscription for ParentSquare (Q Communication) with Aequitas for a total amount of \$132,120 funded by Educational Technology and Information Services funds for the 2022-2023 school year.

ParentSquare Communication is a communication tool that provides features and capabilities beyond the Blackboard Mass Notification system currently used by the District. The Public Information (PIO) and Educational Technology & Information Services (ETIS) departments evaluated ParentSquare and had it presented to administrators and principals with overwhelmingly positive feedback. Some of the features staff appreciated in the ParentSquare system include:

- Message summer school students/families and incoming fall students/families during summer months (Blackboard not being able to do this causes challenges for principals who want to message families about the upcoming fall semester)
- Create and track sign-up/signature forms for events and field trips
- Solicit volunteers for events and field trips
- Deliver secure documents to Parent/Guardians
- See who did not open previous notifications for the purpose of sending reminders
- Have co-teachers share rosters without creating custom groups
- Collect online payments and track transactions (yearbooks, field trips, etc.)

ParentSquare has partnered with Aequitas, the provider of the District's Q Student Information System, to have both systems integrated with each other. As a result, the ParentSquare system is accessible directly from within Q and named "Q Communication."


The cost of ParentSquare (Q Communication) is \$124,620 annually, plus a \$7,500 implementation cost for the first year. This cost will be in addition to and greatly enhance the existing Blackboard subscription. The existing \$140,000 annual Blackboard subscription includes three services: the web hosting solution for the District and school sites, Mass Notifications, and the Blackboard Mobile Communications App.

It is recommended to subscribe for ParentSquare (Q Communication) with Aequitas for the 2022-2023 school year for a total amount of \$132,120.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

Work Order #	Quote-GUSD-22.04.05-1405-RVSD2		
Date Created	Thursday, May 12, 2022		
Created By	Sandy Shammass		
Client Code	GUSD		
Client Name	Glendale Unified School District		
Contact	Frank Schleuter		
E-Mail Address	fschlueter@gusd.net		
Department	ETIS		
Phone Number	(818) 241-3111 x 1577		
Project Start Date	TBD		
Project Due Date	TBD		
Project Manager	Sandy Shammass		
Work Summary	<p>Q Communications Annual Subscription + Implementation Revision to add quote for Secured Document Delivery and Invoicing options. *Optional add-ons are listed below include Q Communication Invoicing and Secured documents. Both would be additional \$1.00 per student. However, total cost for district not to exceed \$5.00 per student for both add-ons purchased. This is a revised quote from 4/12/2022 with the added Secured documents all student numbers reflect the Enrollment from the 2022 CALPADS Enrollment Count.</p>		
Terms & Conditions	Payment is due NET 30 from date of invoice. Travel and expenses are not included and will be billed as incurred.		
Project Total	\$132,120.00		
Aequitas Solutions Approved By (Name)	Sandy Shammass		
Signature		Date Approved	05/12/22
Client Approved By (Name)		PO Number	
Signature		Date Approved	



Payment Schedule

Date	Description	Amount	QTY	Totals
TBD	Q Communication Standard Subscription	\$3.75	24,924	\$93,465.00
TBD	Q Communication Implementation	\$7,500.00	1	\$7,500.00
TBD	Optional-Q Communication Invoicing \$1.00/student/year*	\$1.00	24,924	\$24,924.00
TBD	Add On Q Communication Secure Document Delivery \$1.00/student/year*	\$0.25	24,924	\$6,231.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Grand Total			\$132,120.00

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 1

TO: Board of Education
FROM: Dr. Vivian Ekchian, 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. 20, May 3, 2022

GLENDALE UNIFIED SCHOOL DISTRICT
223 N. Jackson Street
Glendale, California 91206-4380

BOARD OF EDUCATION MEETING NO. 20
UNADOPTED MINUTES
REGULAR MEETING, May 3, 2022

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Ms. Nayiri Nahabedian, president of the Board of Education, at 5:05 p.m., on Tuesday, May 3, 2022, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Mrs. Jennifer Freemon, Mr. Greg Krikorian, Mr. Shant Sahakian, and Ms. Nayiri Nahabedian. Dr. Armina Gharpetian was not present for roll call; she arrived at 5:25 p.m.

The following administrators were present: Dr. Vivian Ekchian, Mr. Stephen Dickinson, Mr. David Greco, Dr. Kelly King, and Dr. Darneika Watson.

PLEDGE OF ALLEGIANCE

Henry Jones from College View's middle school class led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Nahabedian read the following statement: "To accommodate the requirements of Government Code §54954.2 and in accordance with the Brown Act revisions, I declare that the agenda for this meeting was posted on the bulletin boards in the lobby of the Administration Center and the GUSD website 72 hours prior to this meeting."

APPROVAL OF AGENDA ORDER

A motion was made by Mr. Krikorian and seconded by Mr. Sahakian to approve the agenda order, as presented. Motion approved unanimously: AYES — Freemon, Krikorian, Sahakian, and Nahabedian. ABSENT—Gharpetian.

RECOGNITIONS

1. Teacher Appreciation Week

May 2-6, 2022 we celebrate National Teacher Appreciation Week, May 3, 2022 is National Teacher Appreciation Day, and May 11, 2022 is California Day of the Teacher. The Board of Education recognized our outstanding Glendale Unified teachers for their continued commitment to serving students.

MINUTES: May 3, 2022 – Regular Board Meeting

RECOGNITIONS (Continued)

2. School Nutrition Employee Week

May 2-6, 2022 we celebrate School Nutrition Employee Week. Glendale Unified Nutrition Services staff work tirelessly to provide our students with nutritious meals, serving over one million breakfasts and two million lunches a year. Administrator Jennifer Chin Gonzales accepted a certificate of recognition on behalf of all of our nutrition employees.

3. School Nurse Day

May 6, 2022 is National Nurses Day and May 11, 2022 is National School Nurse Day, sponsored by the National Association of School Nurses. Nurses play an important role in protecting students and employee health and safety, as well as providing valuable information and resources to staff, families, and the community. They work behind the scenes, but their contributions to the school district are worthy of special recognition. Health Coordinator Michelle Green accepted a certificate of appreciation from the Board of Education.

PRESENTATION

1. Asian American/Pacific Islander Heritage Month

In Glendale Unified schools, we proudly celebrate the many ethnicities and cultures that make up our diverse district. Asian American and Pacific Islander Heritage Month takes place in May and celebrates the culture, traditions, and history of Asian Americans and Pacific Islanders in the United States.

STUDENT BOARD MEMBER REPORT

Student Board Member Brandon Doronila reported on activities and events around the district. This is the first week of AP testing.

PUBLIC COMMUNICATIONS

1. Alicia Harris, GSA co-club advisor, was joined by other GUSD GSA advisors. She said GSA is a student-led organization intended to provide a safe environment for LGBTQ+ students. They support a positive culture of learning. She assured our LGBTQ+ students that their teacher allies are not going anywhere. She asked the Board to make it abundantly clear that they support the growth of GSA districtwide.
2. Salem Magdaleno, student, said please stop playing politics with her life.
3. Jace Compton, president of CVHS GSA, said the discussions on LGBTG topics are important. Students grow up to understand themselves better and they do not feel isolated. Do not take away these conversations, as they need to know there are people like them.

MINUTES: May 3, 2022 – Regular Board Meeting

PUBLIC COMMUNICATIONS

4. Ani Torosyan, parent, agrees with Alicia Harris that there should be a GSA at every school. However, her concern is about age-appropriate curriculum at GUSD. She read a letter from a Rosemont parent who removed her child from GUSD because of the discussion she observed (via Zoom) in her child's sex education health class.
5. Anna Keshishyan, parent, said she does not understand why GTA is protecting a rogue teacher who was teaching 8-years about sex, sexuality, and LGBTQ issues and did not warn the parents. It is about pushing their political/gender ideologies on to impressionable children. The real victims are our children, not the GTA.
6. Ariella Tiber, daughter of Tammy Tiber, is upset about the verbal assault and harassment of her mother at the last board meeting and the lack of support given to her mother. Sexual orientation and sex are two different issues.
7. Steve Tiber, husband of Tammy Tiber, spoke about the slanderous remarks made against her two weeks ago. Three generations of students have come through her classroom. Tammy creates a safe place for her students. Parents do not have the right to attack teachers who deliver state mandated curriculum.
8. Tammy Tiber, teacher, said she has been the subject of recent attacks. Jordan Henry started this witch-hunt against her. She has dedicated 34 years to this district. She is heartbroken. Never had she felt so unappreciated on Teacher Appreciation Day.
9. Elia Silveyra, parent, supports the LGBTQ community. We need to stop the LGBTQ hate. The Board needs to do something.
10. Arin Rao, parent of a transgender child, said she knows firsthand how brilliant and beautiful transgender children are. She also knows of the bullying that LGBTQ students endure. She thanked our caring Glendale teachers who strive to create inclusive environments.
11. Cheryl Smith, parent, is concerned about the curriculum and social agenda being taught in the classrooms. It is disturbing to know that eight year olds are being taught about sex and sexual orientation. Parents should be warned ahead of time so they could opt out their child. GUSD needs to focus on the three Rs or more families will choose to leave the district.
12. Arthur Mekerdounian, parent, said there are only two genders. The whole agenda is sick and wrong. Children should not be exposed to this content.
13. Aneta Krpekyan, parent, said they came to the last Board meeting to voice their concern about inappropriate videos and the need for age-appropriate content in curriculum. Instead of hearing them, Jennifer Freemon decided to walk out. Jennifer Freemon created division against people.

PUBLIC COMMUNICATIONS (Continued)

14. Karen Perdue, parent, asked the Board to listen to the parents and not indoctrinate their children on items that they do not want discussed. She viewed the video shown to the children. It was disgusting. Please listen to the parents.
15. Sevak Bagdasaryan, parent, said GUSD wants to teach gender spectrum ideology without informing parents. Teachers are doing what they want. Where is the transparency?
16. Ray Shelton said the real issue is the right of parents to be informed of curriculum in a transparent fashion. The issue is not about gay people, acceptance, or toleration. It is not appropriate to teach children human sexuality. Despite our differences, it is important to realize it not appropriate to sexualize young children.
17. Danni Wilson said that LGBTQ students have every right and freedom to express who they are. Every child should not be marginalized and targeted because of who they are. We need to ensure they have a safe place and a voice. She wants every child in this community to feel supported.
18. Gayane Adamyan, parent, said parents from last week's meeting are not homophobic. A lot of them have family members, neighbors, and friends who are part of the LGBTQ community. What they are asking is for the district let the parents know in advance what the curriculum is going to be and let the parents make the decision.
19. Miriam Varela, 3rd grade teacher, said one of their duties is to welcome their students' perspectives into the classroom, creating safe spaces. In 2017, CDE estimated that 8% of high schools students identified as LGBTQ.
20. Maggie Malone, teacher and parent in the district, said when California passed the FAIR Act in 2011, all public schools must include conversation about the role of persons with disabilities, LGBTQ, and other cultural groups. In the spirit of the Fair Act, lessons were developed. This law is linked to greater safety in school. She thanked Jennifer Freeman for her support and hope that the other board members also state that hate and harassment will not be tolerated by our district.

A motion was made by Dr. Gharpetian and seconded by Mr. Krikorian to extend the time on this subject to include five more speakers. Motion approved unanimously. 5-0.

21. Contessa Mendoza said that schools should not teach any ideology on this subject. Schools are academic institutions. This is not supporting or protecting our kids.
22. Dominic Hsieh, student, said he is transgender. He goes by he/him. Yet, his teachers use she/her repeatedly. He asked that teachers use the correct pronoun they prefer to go by.
23. Arbi Sardovian, parent, said he works with the LGBTQ community, but this curriculum does not belong in the classroom.

PUBLIC COMMUNICATIONS (Continued)

24. Milena Mailyan, parent, clarified that no one is against any community. They just want lessons to be age-appropriate. Please unify and come up with a solution. All we have is complaints. We need this division to end.
25. Rene Grigorian does not believe it's right when a Board member leaves the dais during public comments. Board members should hear from every side and go from there.
26. Mike Jaffe, Verdugo Woodlands teacher, said he was attracted to the district because of its programs. However, every time we have wage negotiations, it has been a disappointment. Have wages keep in line with inflation.
27. Cheryl McPhillips, teacher for 35 years, has been working with GUSD to access her health benefits. She has 21 full-time years. During Teachers Appreciation Week, she would appreciate getting health benefits.
28. Dorit Waldman spoke about GUSD's response to PRA requests. She has PRAs as far back as August. Additionally, some responses contained false information.
29. Andrea Reuter, teacher, spoke on Teachers Appreciation Week and thanked the parents and administrators at Edison Elementary. She also thanked Dr. Ekchian. She supports a welcoming and inclusive environment for all students. There is so much confusion on gender. About wage increases, history is repeating itself. They love what they do, but they are tired of fighting the same fight over again. They just want a fair wage increase.
30. Patrick Davarhanian, teacher, thanked Dr. Ekchian for her thoughtful email. He continues to hear from his high school students about homophobic slurs. LGBTQ people have a right to exist without harassment and discrimination. He will continue to teach and support his students.
31. Chris Markos, teacher, said it is one of the saddest Teachers Appreciation Week. The best way to support our teacher is to support the GTA proposal on wages.
32. Spencer Corney and members of the Glendale Out said the District's leadership has been supportive of our teachers. However, they come greatly concerned about the last board meeting. Glendale Out supports safe campuses. They ask that the rest of the Board defend the teachers. You cannot stay neutral on a moving train.
33. Banafsheh Sultan, parent, supports our teachers and staff. Our schools foster the importance of appreciating our differences. Our teachers are the ones they look upon to learn and grow. They are the ones who are asked to do more. They are our heroes and partners. They deserve our support, which includes an adequate wage increase.

MINUTES: May 3, 2022 – Regular Board Meeting

PUBLIC COMMUNICATIONS (Continued)

34. Rebecca Johnson, Glendale Council PTA president, thanked our teachers during the National Teachers Week for all they do in supporting our children. Public education is grossly underfunded. We appreciate teachers choosing this profession and for serving our students.

CLOSED SESSION

The Board recessed to Closed Session at 6:58 p.m. to discuss the following:

1. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957
2. Conference with Labor Negotiators pursuant to Government Code § 54954.5

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

3. Threat to Public Services or Facilities (Government Code Section §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent
4. Conference with Legal Counsel - Anticipated Litigation – Initiation of litigation pursuant to section 54956.9(c): Two potential cases

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 8:22 p.m.

REPORTING OUT OF CLOSED SESSION

Board President Nahabedian read the following statement: “The following item on the Classified Personnel Report No. 16, Consent Calendar No. 3, Termination-Discipline regarding Classified Employee No. 2022-cl-81105 has been pulled.”

SUPERINTENDENT’S UPDATE

1. Maximizing Student Achievement
2. Fostering A Positive Culture Of Learning

INFORMATION

1. Commencement and Promotion Exercises for 2022
2. Proposed New Course of Study Outline for Use in High Schools in the Area of Career Technical Education

MINUTES: May 3, 2022 – Regular Board Meeting

INFORMATION (Continued)

3. Proposed Revised Course of Study Outlines for Use in High Schools in the Area of English
4. English Language Arts Instructional Material Adoption Recommendation for Grades 6-12
5. Parent Square Communication (Q Communications)
6. Acknowledgements of Service

The above reports were presented for information only; no action was taken.

ACTION REPORTS

1. Award of Contract for Emergency Repairs to the Elevators at the Administration Office, A Building

It was moved by Dr. Gharpetian and seconded by Mr. Sahakian to approve Action Report No. 1, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

CONSENT CALENDAR

1. Minutes
 - a. Regular Meeting No. 19, April 19, 2022
2. Certificated Personnel Report No. 16
3. Classified Personnel Report No. 16
4. Warrants totaling \$1,336,571.72 for April 14, 2022 through April 27, 2022
5. Purchase Orders totaling \$1,676,390.01 for the period of April 11, 2022 through April 22, 2022
6. Appropriation Transfer and Budget Revision Report
7. Approval of Amendment to Services Agreement Between Glendale Unified School District and Informed K12
8. Authorization to Dispose of Surplus Property
9. Approval of Basic and Supplementary Textbooks for Use in Middle and High Schools in the Area of World Languages and Cultures
10. Approval of New Course of Study Outline for Use in High Schools in the Area of Physical Education

CONSENT CALENDAR (Continued)

11. Designation of California Interscholastic Federation Representatives
12. Acceptance of Career Technical Education Incentive Grant
13. Acceptance of Gifts

It was moved by Mr. Krikorian and seconded by Mrs. Freemon to approve the Consent Calendar, as presented, except to delete from Consent Calendar No. 3 termination of 2022-cl-81105 listed on page 74. Motion approved unanimously. AYES—Freemon, Gharpetian, Krikorian, Sahakian, and Nahabedian.

REPORTS FROM THE BOARD

Mrs. Freemon spoke about the CSBA regional meeting and the upcoming CSBA Delegate Assembly meeting later in May. We are coming into AP testing season. She wished our students good luck and hope they do well. She saw the Adelante Latino Awards ceremony in action. Lastly, she thanked Mr. Krikorian for his involvement in the Armenian Genocide Commemoration for the last 20 years. It was a wonderful event.

Dr. Gharpetian thanked our teachers, school nutrition workers, and nurses. We could not do this work without them. She addressed some of the comments during public comment. The Board has been supportive of the LGBTQ community and in meeting the needs of every student. We need to come together. We should not discourage parents from raising their concerns. Let us talk, let us communicate, and make sure our kids are happy and that every student feels supported.

Mr. Sahakian said public comment is an open democratic process to express one's views. However, he is deeply concerned about the divisiveness. It shows in many different ways in the community. We need to do more listening. We have to be an open book. The FAIR Education Act is that California public schools are required to provide instruction about the roles and contribution of persons with disabilities, LGBTQ, and other ethnic and cultural groups. It is important that our experiences be reflected in the curriculum. Yes, it has to be age appropriate, but it does need to happen in elementary, middle, and high school. Avoiding the topic does not make it safe and inclusive for all students. We need to develop more professional development support for our teachers and we need to bring our parents into the process. We need to support our LGBTQ students. We want them to be safe, included, and respected.

Mr. Krikorian said that as a parent of five children, every child is different. We represent all children. Public comment is critical. Our parents are our customers and disrespectful behavior is unacceptable. We all have values. Parents are concerned about age-appropriate curriculum and transparency. Parents have rights as well as teachers. It is okay to disagree, but let us be respectful. As to wages, the money is in Sacramento. Sacramento needs to properly fund public education. As a Board, we need to make financially prudent decisions. We are elected to serve

REPORTS FROM THE BOARD (Continued)

all people. He gave Steve Dickinson a shout-out; this is his last meeting. He gave a shout-out to Dr. Ekchian as she has been committed to our students and the district. He wished everyone a Happy Mother's Day.

Ms. Nahabedian said we as a district embrace our diversity and are committed to create an inclusive environment. Our students must be heard and supported. We are committed to providing age-appropriate curriculum and instructions. We follow the FAIR Education Act. If you have a question, seek out your teacher, if you are still unclear, talk to your principal. There are systems in place to address problems. In the meantime, we want to have a balance, calm, supportive environment for our students and employees. She wished our students well on their AP tests. She recognized the students at the Adelante Latino celebration, attended the YMCA centennial celebration, and met with the city manager and the mayor. The U.S. News & World Report on best high schools in the nation listed all four of our high schools in the top 16%. Clark Magnet ranked in the top 1% and CVHS in the top 4% nationwide. She congratulated all of our teachers and staff at our high schools.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian said in visiting our school sites, students are using their digital devices. She is more determined to advocate for every student and that every family can come to us if they have a concern. She asks for constructive dialogue. We have many examples that our parents are more involved today. There is an expectation of behavior that our employees are also supported with respect. Please level the tone and voice to a place where we as a community can grow together. Tearing us apart is not the way to make progress for our children, as they deserve to have the best education.

ADJOURNMENT

There being no further business, President Nahabedian adjourned the meeting at 9:52 p.m.

Nayiri Nahabedian
President, Board of Education

Gregory S. Krikorian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, May 3, 2022
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/Director of Classified Personnel

SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 17

It is recommended that the following report be approved as presented:

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Maternity Leave of Absence</u>		
1.	Briscoe, Jenica Teacher, Regular Spanish Crescenta Valley High School	5/05/22 through 7/25/22
<u>Change of Health Leave of Absence</u>		
1.	Gentile, Amy Teacher, Regular 6 th Grade Muir Elementary	2/08/22 through 5/08/22
<u>Extension of Health Leave of Absence</u>		
1.	Chobanyan, Vera Teacher, Early Education Columbus Elementary CDCC	3/31/22 through 7/01/22
2.	Dall, Jennifer Teacher, Special Education Roosevelt Middle School	1/06/22 through 5/09/22
<u>Change of Family & Medical Leave of Absence</u>		
1.	Briscoe, Jenica Teacher, Regular Spanish Crescenta Valley High School	5/05/22 through 7/25/22

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Family & Medical Leave of Absence</u>		
2.	Gentile, Amy Teacher, Regular 6 th Grade Muir Elementary	2/08/22 through 5/08/22
<u>General Purpose Leave of Absence</u>		
1.	Chavez, Julianna Teacher, Regular 1 st Grade Cerritos Elementary	8/15/22 through 6/08/23
<u>Home Responsibility Leave of Absence</u>		
1.	Brohier, Ruwani Teacher, Regular 2 nd Grade Keppel Elementary	8/15/22 through 6/08/23
<u>Additional Assignment</u>		
1.	Reyes, Sandra Salinas, Rose Counselors, as needed, to provide academic counseling and social emotional workshops during summer school and work on master schedule for 2022-23 school year at Theodore Roosevelt Middle School	7/01/22 through 7/31/22 Daily rate of pay \$256.00 Not to exceed 5 days total each Title I 01.0 30100.0 00000 31100 1232 0500000
2.	DeBellis, Theresa Grigorian, Tina Henry-Nicoll, Carol Lau, Carolyn Soghomonian, Armine Sondergaard, Kaja Teoh, Lean West, Jennifer Teacher, as needed, to provide students with homework and intervention support at Glenoaks Elementary School	2/01/22 through 3/31/22 Not to exceed \$7867 total Hourly rate of pay Glenoaks Supplemental 01.0 01000.0 111001 0000 1130 2900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> <u>(Cont.)</u>		
3.	DeBellis, Theresa Grigorian, Tina Henry-Nicoll, Carol Hobson, Justin Lau, Carolyn Soghomonian, Armine Sondergaard, Kaja Teoh, Lean West, Jennifer	Teacher, as needed, to provide students with homework and intervention support Glenoaks Elementary
		4/01/22 through 5/31/22 Hourly rate of pay Not to Exceed 25 hours each Glenoaks ELO Account: 01.0 74250.0 11303 10000 1110 2900000
4.	DeBellis, Theresa Grigorian, Tina Henry- Nicoll, Carol Hobson, Justin Lau, Carolyn Soghomonian, Armine Sondergaard, Kaja Teoh, Lean West, Jennifer	Teacher, as needed, to provide students with homework and intervention support. Glenoaks Elementary
		4/01/22 through 5/31/22 Hourly Rate of Pay Not to Exceed 25 hours each Glenoaks ELO Account: 01.0 74250.0 11303 10000 1110 2900000
5.	Mejicanos, Maria Marcela	Teacher, as needed, to work with Special Education student
		4/01/22 through 6/14/22 Not to exceed 20 hours total \$34.00 per hour Special Education - SAi - Core 01.0 65000.0 57608 11200 1130 0000600
6.	Tamez, Elizabeth	Teacher Specialist, as needed, to assist with the start of the 2022-2023 school year business at Mountain Avenue Elementary School
		8/01/22 through 8/31/22 Not to exceed 5 days Total Daily rate of pay Supplemental 01.001000.0-11100-10000- 1130-3900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
7.	Tamez, Elizabeth Teacher Specialist, as needed, to assist with the School Proposal which will be presented at the Principal's Institute Mountain Avenue Elementary	5/02/22 through 6/30/22 Not to exceed 3 days Total Daily rate of pay Supplemental 01.001000.0 11100 10000 1130 3900000

Election Hourly/Daily

1.	Avagian, Narine Bedikian, Gina Bendgen, Krista Bennett, Thomas Grigoryan, Ani Kurchian, Hermine Margaryan, Asmik Matossian, Vivian Sahakian, Azniv Sosikian, Houry Stanley, Christopher Tiber, Tammy Zargaryan, Armine	Teachers, as needed, to provide extended school year instruction to students who need additional support in ELA, Math, Armenian Language Arts, Science and Social Studies for the 21-22 school year at Jefferson Elementary.	6/15/22 through 6/30/22 Summer School rate of pay 4 hours daily for 12 days per teacher. Not to exceed \$44,698 total Title I 01.0 30100.0 11100 10000 1130 3000000
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
2.	Extra-Curricular Assignments	Spring Semester 21-22
<u>ROOSEVELT MIDDLE SCHOOL</u>		
Elzanaty, Mohammed	Boys Soccer – split	
Galdamez, Henry	Boys Soccer – split	
<u>TOLL MIDDLE SCHOOL</u>		
Akiyama, Elizabeth	MESA	
Belshe, Chelsea	ELD	
Bond, Emily	English	
	Gold Promotion Advisor	
Browne, Nicole	Electives	
	PBIS Coach	
Bryan, Marie	MESA	
Capdevila, Maria	Foreign Language	
Castagnari, Laura	Head Counselor	
De La Garza, Brad	Electives	
	Band/Orchestra	
	Stage Director	
Estep, Amy	Choral Director	
Fabanish, Katherine	Social Studies	
	Yearbook Sponsor 2	
	Student Body Advisor	
Fear, Aitana	Drill Team Sponsor	
Galvin, Alison	Drama Director	
Lisiewicz, Danica	Science	
Lopez, Joel, Jr.	Newspaper Sponsor 2	
	Speech & Debate	
Panikowski, Michael	Social Studies	
Rogers, Emily	Gold Promotion Advisor	
Shih, Curtis	Yearbook Sponsor 1	
Tashchian, Ani	ELD	
	National Honor Society	
Tcharkhoutian, Vahe	Math	
Trinidad, Ryan	Math	

	<u>Position</u>	
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
	Newspaper Sponsor 1	
	Audio-Visual Coordinator	
Witt, Kevin	Physical Education	
<u>HOOVER HIGH SCHOOL</u>		
Akopyan, Vahe	Swim (Asst.) – Boys	
Albert, Tamara	Swim (Asst.) – Girls	
Alvarado, Andrew	Track (Head) – Girls	
Arekelyan, Garegin	Sports Maintenance – Boys	
Calvario, Graham	Sports Maintenance – Girls	
	Tennis (JV/Asst.) – Boys	
Henning, Richard	Softball (Head) – Girls	
Herabidian, Azad	Track (Asst.) – Boys	
Ivynian, Mher	Tennis (Head) – Boys	
Lopez, Laura	Swim (Head) – Girls	
Mele, Louis	Baseball (Head) – Boys	
Ramirez, Marlena	Softball (Asst.) – Girls	
Sallakian, Jack	Track (Head) – Boys	
Van Patten, John	Athletic Director – Girls	
	Athletic Director – Boys	
Watson, Stanley	Track (Asst.) – Girls	
Witt, Kevin	Swim (Head) – Boys	
<u>GLENDALE HIGH SCHOOL</u>		
Anderle, Scott	Track (Asst.) – Girls	
Arakelian, Talin	Science	
Astor, Elizabeth	PBIS Coordinator	
Bailey, Robert	Track (Head) – Boys	
	Track (Head) – Girls	
Bagumyan, Sasun	Swim (Co-Head) – Boys	
Barboza-Flores, Aurora	Math	
Bedrousi, Soseh	Class Sponsor 12 th	
Benkovich, Joseph	Class Sponsor 10 th	
Brakeman, Forrest	Softball (JV/Asst.) – Girls	
Briggs, Robert	Stage Director	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
Buarenos, Noelle	Pep Squad Sponsor	
	Cheer (Head) – Girls	
Campbell, Joseph	Lacrosse (Head) – Boys	
	Lacrosse (Head) – Girls	
Caraballo, Brittney	Cheer (Asst.) – Girls	
Castaneda, Sydnee	Class Sponsor 9 th	
Ciotti, Holly	English	
	ELD	
	National Honor Society	
Clark-Reed, Shannon	Class Sponsor 11 th	
Cooper, Kellie-Bea	Swim (Asst.) – Girls	
Donohue, Holly	Drama Director	
Driffill, Carol	Swim (Head) – Girls	
Ebrahimi, Mineli	Tennis (JV/Asst.) – Boys	
Foster, Dennis	Lacrosse (JV/Asst.) – Boys	
Harris, Chelbi	Home Economics	
Hernandez, Nick	Baseball (JV/Asst.) – Boys	
Jenks, James	Tennis (Head) – Boys	
Keyfauver, Margaret	Volleyball (Head) – Boys	
Lewis, Andrea	Health & Guidance	
	Physical Education	
Livingston, Jon	Newspaper Sponsor 1	
	Yearbook Sponsor 1	
	Student Body Advisor	
Mardirosian, Tadeh	Athletic Coordinator – Boys	
Morrison, Sarah	Scholastic Bowl	
O'Malley, Christopher	Social Studies	
	Class Sponsor 10 th	
Padillo, Jay	Golf (Head) – Boys	
Palmer, Kelly	Scholastic Bowl	
	Drill Team Sponsor	
Postajian, Sona	Class Sponsor 9 th	
Rangel, Amy	Band/Orchestra	
Saabedra, Janeth	Lacrosse (Asst.) – Girls	
Sepulveda, Martha	Foreign Language	
Shiroyan, Hasmik	VAPA	
Smith, John M. Jr.	Softball (Head) – Girls	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u> <u>(Cont.)</u>		
Tabor, Jacqueline	Head Counselor 3	
Ter-Matevosyan, Kristina	Swim (Asst.) – Boys	
Thompson, Staci	MESA	
Vardanian, Narek	Athletic Coordinator – Girls Swim (Co-Head) – Boys	
Vessella, Teresa	Special Education	
Whithorne, Marcus	Baseball (Head) – Boys	
Whiting, William	Volleyball (JV/Asst.) – Boys	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
3.	Extra-Curricular Assignments	Second Semester 21-22
	<u>COLUMBUS ELEMENTARY</u>	
	Balcomb, Kimberly	Tech Advisor
	Castren, Paige	Student Council Advisor
	Ishoo, Sabrina	Homework Club
	Khodagulyan, Tatevik	Homework Club
	Sparks, Ashley	Homework Club
	<u>JEFFERSON ELEMENTARY</u>	
	Bendgen, Krista	Student Council
		Spelling Bee Advisor
	Siegall, Alicia	Student Council
	Stanley, Christopher	Tech Advisor
	Zargaryan, Armine	Math Field Day
	<u>MANN ELEMENTARY</u>	
	Burt, Christina	Student Council Advisor
	Kennett, Jill	Homework Club
	Nazarian, Tania	Talent Show Advisor
	Tam, Ana	Technology Advisor
	<u>VALLEY VIEW ELEMENTARY</u>	
	Chui, Derek	6 th Grade Camp
		Student Council
	Chui, Peggy	Student Council
	Gifford, Robert	6 th Grade Camp
	Jenks, Lisa	Talent Show
	Weller, Emily	6 th Grade Camp

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
4.	Extra-Curricular Assignments	Winter Season 21-22
	<u>ROSEMONT MIDDLE SCHOOL</u>	
	Gossard, Dennis Norkus, Steve Tanita, Daryl	Football Coach Volleyball Coach #1 Volleyball Coach #2
	<u>CRESCENTA VALLEY HIGH SCHOOL</u>	
	Soto, Gianni	Pep Squad Coach
5.	Astor, Elizabeth Castaneda, Sydnee Vessella, Teresa	Teachers, as needed, to attend Lead With Pride: Out! Leadership conference. Glendale High School
		5/04/22 through 5/06/22 Contractual Hourly Rate of Pay Not to exceed 6 hours per teacher Title I 01.0 30100.0 11100 10000 1130 0200000
6.	Buckhoff, Suzanne Cannon, Melissa Chung, Joanne Lee, Ellyn Manukyan, Edita Heinzman Pimenta, Michelle Vardani, Agnessa Wolfe, Tanya Yi, Judy You, Esther Youn, Darae	Teachers, as needed, to support intervention before and after school at mark Keppel Elementary School.
		4/25/22 through 6/13/22 \$34.00 per hour to teach \$31.00 per hour to plan Not to Exceed \$11,000 01.0 74250.0 11100 10000 1130 3100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
7.	Kelly Brown Nahara Zazueta Teresa Paployan Natalie Yahiyayan	Teachers and Teacher Specialist, as needed, to support beginning English Learner Students in basic English Language Development with speaking, listening, and vocabulary, For 21-22 school year at Marshall Elementary school
		6/16/22 through 6/30/22 Summer school rate of pay Not to exceed \$13,000 total Title I 01.0 30100.0 11100 10000 1130 3600000
8.	Bond, Emily Fabanish, Katherine Garcia, Michael Veloz, Torrey	Teachers, as needed, Pre work days for certificated staff to strengthen site social emotional programs in an effort to engage students and build increased sense of belonging at Toll Middle School.
		6/14/22 through 6/30/22 Not to exceed 6 days each Daily rate of pay Supplemental 01.0 01000.0 11100 10000 1130 0700000
9.	Ainian, Juliet	Retired teacher, as needed, to provide academic support (intervention) to all students at Mark Keppel Elementary.
		4/25/22 through 6/13/22 \$34.00 per hour to teach \$31.00 per hour to plan Not to exceed \$3,000 01.0 74250.0 11100 10000 1130 3100000
10.	Gottheil, Ignacio	GenEd - Verdugo Academy
		3/02/22 through 6/14/22 Sub rate of pay Not to exceed \$40/hour. 6 hours per week, per student 01.0 00000.0 19006 10000 1130 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
11.	Johnson, Tamara Teacher Specialist, as needed, to assist with the closing of 2021-2022 school year at the Toll Middle School.	6/14/22 through 6/30/22 Not to exceed 10 days Total Daily rate of pay Title I 01.0 30100.0 11100 10000 1130 0700000
12.	Meza, Cynthia To assess incoming TK and Kindergarten students at La Crescenta Elementary School	8/01/22 through 8/31/22 \$34.00 per hour Not to exceed 60 hours General Account for 22/23 School Year 01.0 00000.0 11301 10000 1130 3200000
13.	Myles, Robbie Teacher, as needed, to serve as a panel member with the LACOE Office of Administrative Hearing. Human Resources	6/20/22 through 6/22/22 Daily substitute rate of \$200 Not to exceed 3 days 01.0 00000.0 19004 10000 1130 0004615
14.	Satamian, Taline Teacher, as needed, to conduct FLOSEM assessments to incoming students for the FLAG Italian Program at Franklin Elementary School.	8/30/21 through 6/30/22 \$34.00 per hour Not to exceed 5 hours total FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682

Transportation Authorization

1.	Cho, Hyun Jin Teacher, as needed, for Special Education students	4/01/22 through 6/13/22 Not to exceed 58.50 cents per mile Special Education - Support Services 01.0 65000.0 50011 21000 5210 0000600
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Transportation Authorization (Cont.)</u>	
2.	O'Rourke, Kathy J. Teacher Specialist, as needed, for Private School students Special Education	8/18/21 through 6/30/22 Not to exceed 58.50 cents per mile Special Education - Private School Services 01.0 33110.0 57600 11100 5210 0000600

Revision to Previous Personnel Report

1.	Revision to Board Report No. 2, August 10, 2021 <u>Page 42, Item 27</u> Choi, Unis	Teacher Specialist, as needed, to assist in enrollment and prepare year-end grant reports for the FLAG Korean Program at Monte Vista and Keppel ES, Toll and Rosemont MS and Hoover HS.	8/02/21 through 6/30/22 Daily rate of pay Not to exceed 10 days FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682
	Change to read:		Not to exceed 12 days
2.	Revision to Board Report No. 3, August 31, 2021 <u>Page 43, Item 4</u> Spears, Sue Ann	Consultant, as needed, to provide support and assistance to the Human Resources Department	8/09/21 through 12/31/21 \$70.00 per hour Not to exceed \$4,900.00 01.0 00000.0 00000 72002 5811 0001615
	Increase the total amount to read:		Not to exceed \$10,000.00

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
3.	Revision to Board Report No. 14, April 5, 2022	
	<u>Page 16, Item 18</u> Goldsbury, Janet	
	Teacher, as needed, to attend seminar on the DSD B 1 exam for German Roosevelt Middle School	2/22/22 through 4/06/22 \$31.00 per hour Not to exceed 2 hours FLAG-Dual Immersion Program 01.0 00000.0 00000 21004 1130 0000682
	Change to read:	FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682
4.	Revision to Board Report No. 16, May 3, 2022	
	<u>Page 10, Item 18</u> Sarkes Melkoian, Miganoush	
	Teacher Specialist, as needed, to provide extended school year instruction to students who need additional support in ELA, Math, Armenian Language Arts, Science and Social Studies for the 21-22 school year at Jefferson Elementary School	6/15/22 through 6/30/22 Summer School rate of pay 4 hours daily for 12 days, 8am to 12pm Not to exceed \$3,439 Total Title I 01.0 30100.0 11100 10000 1130 3000000
	Change pay rate to read:	Hourly rate of pay
	Increase pay limit to read:	Not to exceed \$4,630.00 total

Effective Dates
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

5. Revision to Board Report No. 19, June 15, 2021

Page 25, Item 2

Various names

Teachers, Substitute Teachers
 and Retirees, as needed, to
 attend ELPAC trainings
 and provide Initial &
 Summative ELPAC testing
 at various school sites and
 the Welcome Center
 Equity, Access and Family
 Engagement

7/01/21 through 6/30/22
 \$31.00 per hour for training
 \$34.00 per hour for testing
 Not to exceed \$130,000.00 total
 ELPAC – EAFE
 01.0 00000.0 111308 10000 1130
 0002673

Increase total amount to read:

Not to exceed \$200,000 total

Add the following names:

- Aguiar, Cristina
- Ainian, Juliet
- Arutunyan, Luiza
- Arzumanyan, Mary
- Avanessian, Toma
- Comras, Cathi
- De Vito, Luigi
- Erekson, Izabella
- Ferguson, Betsy
- Fordiani, Eva
- Funderburk, Shannon
- Gottheil, Ignacio
- Grigoryan, Stella
- Ha, Becky
- Hacker, Elaine
- Ho, Michelle
- Isaeian, Mazhan
- Isandro, Aquiles
- Khachaturova, Ilona
- Martirosyan, Lusine
- McFarlane, Laurie
- Millien, Noelle
- Movsisian, Haik

Position

Effective Dates
 And Salary Rate

Revision to Previous Personnel Report (Cont.)

5. Nargizyan, Elizabeth
 Nazaryan Michelle
 Palardy, Katherine
 Peerali, Olga
 Peshkepia, Cristal
 Reyna, Kaylin
 Sanchez, Irma
 Seco, Joshua
 Simpson, Barbara
 Van Bremen, Dennis
 Williams, Brett

Personal Services Agreement

- | | | | |
|----|---------------------|---|--|
| 1. | Arzoumanian, Meline | Consultant as needed to provide 3 presentations to 6th, 7th, 8th grade students at Chamlian Armenian School on Boundaries (both on personal boundaries and respecting other's boundaries) to assist with students' relationship building skills, friendships and overall wellbeing of student body.
EAFE | 5/13/22
Not to exceed \$700.00 Total
Title IV
01.0 41270.0 11100 10000
5811 0000673 |
| 2. | Ivy, Charise L. MD | Physician to oversee authorizations for Occupational and Physical Therapy Medi-Cal billing program
Special Education | 7/01/21 through 6/30/22
\$300.00 per hour.
Not to exceed \$18,000.00
Special Education Medi-Cal billing
01.0 95641.0 57600 11100
5811 0000600 |

Position

Effective Dates
And Salary Rate

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 reimburse Ms. Calista Ruiz, Armenian Sisters' Academy school teacher for registration of the online courses at Loyola Marymount University as part of the professional development with Title II program, Equitable Services for the Private schools, in the amount no to exceed \$1,923.00

Title II – Supporting Effective Instruction
01.0 40352.0 11100 10000 5815 0000673

2. It is recommended that approval be given to Tadeh Mardirosian to attend the “2022 Spring NABC Championship Basketball Clinic presented by Shoot-Away” to be held at the Orleans Arena, The Orleans Hotel and Casino, 4500 W. Tropicana Ave., Las Vegas, NV from May 13 – 15, 2022, with all necessary expenses, including food, to be paid, not to exceed \$1,102.06.

Supplemental
01.0 01000.00 11100 10000 5220 0200000

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CLASSIFIED PERSONNEL REPORT NO. 17

CONSENT CALENDAR NO. 3

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/
Director of Classified Personnel

SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 17

It is recommended that the following report be approved as presented:

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Election from Eligibility List</u>		
1. <u>Customer Support Technician</u>		
Bolan, Zachary	ETIS	05/05/22; 12/8; 38-4 01.0 00000.0 00000 77001 2910 0000635 21.1 98000.0 90018 85053 2410 0000635
<u>Termination – Exhaustion of Benefits</u>		
2022-cl-82393		Effective 05/16/22

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Education Assistant II</u>		
Kamalyan, Anahit	Nutrition Services	03/29/22 through 04/19/22 01.0 94033.0 00000 37000 2430 0000662
2. <u>Elementary Yard Duty Leader</u>		
Safarian, Diana	Fremont	08/16/21 through 06/30/22 Not to exceed 12 hours, total 01.0 00000.0 00000 21010 1130 0000618
Trudell, Kim	Glenoaks	08/16/21 through 06/30/22 Not to exceed 12 hours, total 01.0 00000.0 00000 21010 1130 0000618
Gaither, Doris	Lincoln	08/16/21 through 06/30/22 Not to exceed 12 hours, total 01.0 00000.0 00000 21010 1130 0000618
Danial, Grace	Marshall	06/16/22 through 06/30/22 Not to exceed \$3,000.00 total Not to exceed 4 hours a day Title I 01.0 30100.0 11100 10000 2930 3600000
3. <u>Library Technician</u>		
Hunter, April	Toll	08/16/21 through 06/30/22 Not to exceed 12 hours, total 01.0 00000.0 00000 21010 1130 0000618
4. <u>Typist Clerk II</u>		
Eyvazi, Stella	Glendale High	08/21/22 through 07/25/22 Not to exceed \$5,500.00 total Summer School Funds 01.0 02000.0 00000 27001 2430 0006682
Davari, Ayda Gharibian, Maria Sardarbegian, Hrachik	Hoover	07/01/22 through 06/30/23 Not to exceed \$5,500.00 total 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>		
5. <u>Typist Clerk III</u> Varuzhanyan, Karine	Hoover	07/01/22 through 06/30/23 Not to exceed \$5,500.00 total 01.0 02000.0 00000 27001 2430 0006682
6. <u>Yard Duty Assistants</u> Angelini, Viviane Arabajyan, Marina Avila, Estela Boghosian, Marlin Davoodi, Meghedi Marouti, Armineh Nazarian, Karine Rodriguez, Maria Ruano, Vicenta Yeghoyan, Romina	Marshall	06/16/22 through 06/30/22 Not to exceed \$3,000.00 total Not to exceed 4 hours a day 01.0 30100.0 11100 10000 2930 3600000

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Provisional Assignments</u>		
a. <u>Cafeteria Worker II</u>		
Boyadjian, Eliza	R.D. White From Cafeteria Worker I, 1-9	05/01/22 through 05/31/22 6.5 hours a day 4-9 13.0 53100.0 00000 37000 2212 0300000
Gabriele, Nina	Mann From Cafeteria Worker I, 1-7	05/01/22 through 05/31/22 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
Liang, Jenny	Daily From Cafeteria Worker I, 1-6	05/01/22 through 05/31/22 5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
Manukyan, Manushak	Keppel From Cafeteria Worker I, 1-6	05/01/22 through 05/31/22 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0700000
Nessim, Vivian	Verdugo Woodlands From Cafeteria Worker I, 1-3	05/01/22 through 05/31/22 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0100000
Rabanes, Edwina	Mountain Avenue From CW I, 1-3	05/01/22 through 05/31/22 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000
Tammo, Dalia	Valley View From Cafeteria Worker I, 1-3	05/01/22 through 05/31/22 6.5 hours a day 4-7 13.0 53100.0 00000 37000 2212 0200000

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Provisional Assignments</u>		
b. <u>Cook/Baker</u>		
Ebrahimian, Jaklin	Wilson From Cafeteria Worker I, 1-9	05/01/22 through 05/31/22 6.5 hours a day 9-7 13.0 53100.0 00000 37000 2212 0800000
Rostamians, Armineh	Glendale From Cafeteria Worker I, 1-9	05/01/22 through 05/31/22 8 hours a day 9-7 13.0 53100.0 00000 37000 2212 0200000
c. <u>Manager, Cafeteria, Secondary School - Transport</u>		
Issagoolian, Berzwik	Crescenta Valley From Cook/Baker 9-8	05/01/22 through 05/31/22 8 hours a day M12-1 13.0 53100.0 00000 37005 2310 0000662
d. <u>Manager, Cafeteria, Secondary School – Non Transport</u>		
Ayvazian, Natasha	Wilson From Cook/Baker 9-9	05/01/22 through 05/31/22 8 hours a day M4-3 13.0 53100.0 00000 37005 2310 0000662
Soghomonian, Naira	Toll From Cook/Baker 9-8	05/01/22 through 05/31/22 8 hours a day M4-2 13.0 53100.0 00000 37005 2310 0000662
Tarverdians, Laris	Rosemont From Cook/Baker 9-9	05/01/22 through 05/31/22 8 hours a day M4-3 13.0 53100.0 00000 37005 2310 0000662

<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes (Custodian I) through 06/30/22</u>	
Camacho, Marco	04/25/22 through 06/30/22 01.0 00000.0 00000 81006 2211 0000640

Election of Classified/Non Classified Hourly Substitutes through 06/30/22

<u>Student Stage Crew I</u>		
Kawtharani, Mousas	Glendale	03/01/22 through 06/30/22 \$15.00 per hour 01.0 00000.0 81000 50001 2980 0000640

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Personal Services Agreement</u>		
1. Bazoon, Iham	Consultant, as needed to provide support as Champion Parent yo the CalFresh Healthy Living Program Grant.	04/07/22 through 06/30/22 Not to exceed 50 hours total \$25.00 per hour CalFresh Healthy Living Program Grant 01.0 94033.0 00000 37000 5811 0000662

Transportation Authorization – 2021-22

- It is recommended that the individuals be authorized to receive transportation expenses at the rate of 58.5¢ per mile, effective July 1, 2021, through June 30, 2022:

<u>Account Clerk III</u>		
Keshishian, Vergineh	Nutrition Services	04/06/22 through 06/30/22: 56.0¢ CalFresh Healthy Living Grant 01.0 94033.0 00000 37000 5210 0000662

Authorization

- 2022-2023 Indefinite Salaries

As a result of financial uncertainties, negotiations, legislation and other factors, the governing board hereby declares that all classified management, confidential, and other unrepresented employee salaries are declared indefinite from July 1, 2022 through June 30, 2023.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 4

TO: Board of Education
 FROM: Dr. Vivian Ekchian, Superintendent
 SUBMITTED BY: Deborah Deal, Interim 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 2, 2022 – May 12, 2022, as shown below totaling \$10,495,340.57, and “B” Form (Other than Payroll Warrants) issued April 1 2022 – April 30, 2022, totaling \$18,596,332.58. Funding for Form “A” Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, 40.1 Spec Reserve-Capital Projects Fund, 67.0 Self-Insurance Fund, 67.2 Early Retirement Benefits Fund and 76.0 Warrant Pass-Through Fund.

REGISTERED NUMBER	WARRANT NUMBER		DESCRIPTION	AMOUNT
C1J-C	729683	- 7296880	Certificated	\$ 7,558,974.62
118-N	729762	- 7297622	Classified	96.95
119-N	729781	- 7297818	Classified	15,264.30
C5J-C	729923	- 7299300	Certificated	1,023,522.53
123-N	730079	- 7300793	Classified	1,361.47
124-C			Certificated	(786.62)
E4T-N	730188	- 7301976	Classified	1,463,577.34
125-C	730577	7305774	Certificated	785.22
125-N	730577	- 7305777	Classified	3,469.63
C3J-C	730806	- 7308064	Certificated	1,755.91
C3J-N	730806	- 7308181	Classified	401,167.49
126-N	731331	- 7313315	Classified	10,957.63
129-C	731363	- 7313638	Certificated	656.11
130-C	731468	- 7314680	Certificated	1,605.31
130-N	731468	- 7314690	Classified	12,932.68
				\$ 10,495,340.57

To Support 2021-22 Board Priority No. 4 – Maintain District Financial Responsibility – Ensure the fiscal health of the District, implement a fiscal plan to preserve the District resources, and plan for the District’s future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2022

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
3932	OTHER DISTRICT PAID BENEFITS	2	\$ 3,476.15
4110	TEXTBOOKS	15	3,757.56
4210	BOOKS & OTHER REFERENCE MATERIAL	6	5,586.79
4310	INST. MATERIALS & SUPPLIES	898	168,521.45
4312	INST. PERIODICALS & MAGAZINES	3	588.71
4317	COMMENCEMENT	20	9,439.45
4340	COMPUTER SOFTWARE & RELAT EXP	25	172,408.62
4350	OFFICE & OTHER SUPPLIES	163	30,394.93
4351	PRINTING & REPRODUCTION	18	7,275.43
4353	EDIBLE SUPPLIES	58	13,238.77
4360	TIRES, FUEL AND OIL	15	1,626.72
4370	CUSTODIAL/OPERATION SUPPLIES	61	4,798.14
4371	GROUNDS SUPPLIES	22	2,682.08
4372	POOL SUPPLIES	7	7,257.63
4380	MAINTENANCE SUPPLIES	20	14,162.59
4381	REPAIR SUPPLY & MATERIALS	136	54,983.81
4410	NON-CAP AV/COMPUTER EQ UNTAGGED	44	53,211.92
4420	NON-CAP EQUIP -UNTAGGED	156	99,566.90
4430	NON-CAP EQUIP - TAGGED NON-COMPUTER	57	107,645.43
4440	NON-CAP AV/COMPUTER EQ TAGGED	32	146,556.66
5210	MILEAGE & CAR ALLOWANCES	31	3,709.24
5220	TRAVEL AND CONFERENCES	73	44,635.83
5310	DUES AND MEMEBERSHIPS	8	6,920.00
5510	NATURAL GAS SERVICES	10	36,224.86
5520	ELECTRICITY SERVICES	41	225,314.40
5530	WATER	46	54,836.46
5561	TRASH DISPOSAL	3	23,274.82
5562	SEWER CHARGES	47	25,741.87
5610	RENTALS, LEASES AND REPAIRS	41	109,049.95
5611	ETIS COPIER LEASES	6	11,068.12
5630	REPAIRS	71	55,771.08
5631	ETIS COPIER MAINTENANCE	84	26,941.97
5632	ETIS PRINTER MAINTENANCE	1	11,232.40
5710	DIRECT COSTS FOR TRANFER SERV	2	2,292.00
5802	FREIGHT EXPENSE	4	74,198.83
5804	NON-PUBLIC SCHOOL	19	294,034.64
5811	PERSONAL SERVICES	78	101,087.08
5812	NON-PSA SERVICE AGREEMENT	114	584,131.53
5814	TRANSPORTATION	9	8,109.42
5815	OPERATING SERVICES	213	1,091,182.33
5816	NON-PUBLIC SCHOOL SERVICES	319	1,385,616.76
5821	LEGAL FEES	9	11,917.25
5823	SPEC ED LEGAL SETTLEMENTS	2	4,027.96
5828	SPED PARENT ATTORNEY FEES	2	63,500.00

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2022

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5830	ADVERTISEMENT	2	3,207.83
5852	NON-INSTRUCTIONAL, CONSULTANTS	7	94,500.13
5853	CONTRACTUAL SERVICES	23	4,166,123.34
5862	PHYSICALS FOR EMPLOYEES	1	1,100.00
5911	POSTAGE/UPS/FEDEX	5	148.78
5912	TELEPHONE	9	16,677.82
5914	DATA LINE	1	59.37
6210	ARCHITECT FEES ON BUILDINGS	1	3,465.00
6252	OTHER CONSTRUCTION	9	288,759.50
6410	CAPITALIZED COMPUTER EQUIP-TAG	1	6,250.00
6455	DATA/CABLING	1	30,396.17
6490	CAPITALIZED EQUIPMENT	18	24,798.95
8699	ALL OTHER LOCAL REVENUES	2	6,506.66
9320	STORES	13	75,601.40
9530	FRINGE BENEFITS SUBS - H&W	4	3,277,282.75
9601	EMPLOYEE FINAL PAY LIABILITY	3	5,080.62
		-----	-----
		3,091	13,161,956.86
	10.0 SELPA PASS THROUGH FUND		
7211	TFR OF PMTS-THRGH REV TO DISTRICT	4	84,802.00
		-----	-----
		4	84,802.00
	12.0 CHILD DEVELOPMENT FUND		
4310	INST. MATERIALS & SUPPLIES	6	1,112.76
4350	OFFICE & OTHER SUPPLIES	4	768.40
4353	REFRESHMENTS	4	646.10
5220	TRAVEL AND CONFERENCES	4	807.00
5630	REPAIRS	6	47.27
5812	NON-PSA SERVICE AGREEMENT	36	16,723.36
9552	USE TAX PAYABLE	1	2.05
		-----	-----
		61	20,106.94
	13.0 CAFETERIA FUND		
4210	BOOKS & OTHER REFERENCE MATERIAL	1	999.00
4350	OFFICE & OTHER SUPPLIES	5	728.73
4360	TIRES, FUEL AND OIL	2	947.73
4380	MAINTENANCE SUPPLIES	7	1,500.69
4381	REPAIR SUPPLY & MATERIALS	16	3,721.92
4395	NON-FOOD SUPPLIES	3	34,231.26

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2022

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
4430	NON-CAP EQUIP-TAGGED NON-COMPUTER	3	2,819.10
4710	FOOD	58	395,307.13
5563	PEST CONTROL	2	1,526.00
5610	RENTALS, LEASES AND REPAIRS	2	5,510.34
5630	REPAIRS	1	452.00
5813	UNIFORM SERVICES	32	1,264.24
5815	OPERATING SERVICES	5	4,888.83
5817	MONEY PICK-UPS	1	3,143.38
8634	FOOD SERVICE SALES	6	505.45
		----- 144	----- 457,545.80
 21.1 MEASURE S PROJECTS FUND			
4440	NON-CAP COMPUTER EQUIP-TAGGED	1	954.00
5590	OPERATIONS & OTH HOUSEKEEPING	1	87.43
5610	RENTALS, LEASES AND REPAIRS	3	571.01
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	3,116.25
6154	GEOTECHNICAL STUDY	2	30,706.00
6210	ARCHITECT FEES ON BUILDINGS	8	75,677.08
6228	FEES-OTHER AGENCIES	2	2,613.00
6231	DSA PLAN CHECK FEES	1	103,700.14
6250	BUILDING CONSTRUCTION/IMPROV	6	2,191,244.54
6252	OTHER CONSTRUCTION	4	37,196.46
6275	CONST TSTNG ON BLDNGS & IMPROV	4	18,627.70
6280	BUILDING INSPECTIONS	4	26,350.00
6293	PRINTING & DISTRIBUTION	2	265.26
6440	SOFTWARE PURCHASES	1	62.93
6455	DATA/CABLING	6	25,737.41
		----- 46	----- 2,516,909.21
 40.1 SPEC RESERVE - CAPITAL PROJECTS			
5520	ELECTRICITY SERVICES	2	318.57
5530	WATER	1	278.31
5562	SEWER CHARGES	2	147.60
5815	OPERATING SERVICES	2	177.20
8290	ALL OTHER FEDERAL REVENUES	1	11,461.70
		----- 8	----- 12,383.38
 67.0 SELF-INSURANCE FUND			
5872	DELTA ADMINISTRATIVE FEES	2	18,671.91
5873	VSP CLAIMS	7	27,511.00
5874	VSP ADMINISTRATIVE FEES	1	3,921.87

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
APRIL 1 THRU APRIL 30, 2022

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5875	DELTA PAYMENTS	1	295,025.83
5877	MEDIMPACT CLAIMS	2	12,864.70
5878	MEDIMPACT PAYMENTS	2	739,494.97
		-----	-----
		15	1,097,490.28
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	171,056.85
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	8,525.00
		-----	-----
		2	179,581.85
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	16	598,504.19
9518	TAX SHELTER ANNUITY	3	53,618.00
9550	ROTH IRA- LACOE USED ONLY	3	413,434.07
		-----	-----
		22	1,065,556.26
	TOTALS	3,393	\$ 18,596,332.58
		=====	=====

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Deborah Deal, Interim Chief Business and Financial Officer

SUBJECT: **PURCHASE ORDER LISTING**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$1,224,745.93 for the period of April 25, 2022 to May 6, 2022 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM APRIL 25, 2022 THROUGH MAY 6, 2022

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	110	216,159.68
FEDERAL RESTRICTED RESOURCES	17	73,669.34
STATE RESTRICTED RESOURCES	27	52,605.19
LOCAL RESTRICTED RESOURCES	33	37,948.63
CHILD DEVELOPMENT FUND	1	5,500.00
FOOD SERVICES FUND	4	434,436.10
MEASURE S PROJECTS FUND	4	404,426.99
TOTAL	196	\$1,224,745.93

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000003692	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA GLENDALE HILTON HOTEL - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	4,278.90
PO1-220000003696	EMMANUEL MUNDA LIVE VIDEO PRODUCTION/LIVESTREAM 8TH GR. PROMOTION CEREMONY - ROOSEVELT MIDDLE SCHOOL	3,000.00
PO1-220000003698	THOMAS DENTON ENGRAVING	195.47
PO1-220000003700	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA GIGGSTER - CAPSTONE FILMING LOCATION RENTAL - GLENDALE HIGH SCHOOL	1,323.26
PO1-220000003701	AMERICAN EXPRESS CPS COMFORT SUITES ONTARIO AIRPORT CONVENTION CENTER - HOTEL RESERVATION FOR SKILLSUSA COMPETITION - CLARK MAGNET HIGH SCHOOL	5,777.07
PO1-220000003703	RICOH USA, INC SOFTWARE MAINTENANCE & SUPPORT - PROCUREMENT & CONTRACT SERVICES	5,992.50
PO1-220000003708	AMERICAN EXPRESS CPS GIGGSTER - CINEMA CAPSTONE PROJECT FILMING LOCATION RENTAL - CLARK MAGNET HIGH SCHOOL	2,407.81
PO1-220000003709	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	2,000.00
PO1-220000003718	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - LA CRESCENTA ELEMENTARY SCHOOL	10,000.00
PO1-220000003720	CENTER FOR LEADERSHIP IN SCHOOL REFORM MEMBERSHIP FEE - PUBLIC INFORMATION	1,871.00
PO1-220000003722	NATIONAL STUDENT CLEARINGHOUSE ONLINE SERVICES FOR HIGH SCHOOLS - SECONDARY SERVICES	2,380.00
PO1-220000003723	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - JEFFERSON ELEMENTARY SCHOOL	2,000.00
PO1-220000003724	ALLIANCE FRANCAISE FRANKLIN FRENCH FLAG STUDENTS EXAM - STUDENT SUPPORT SERVICES	5,048.40

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000003726	RANCHO JANITORIAL BLANKET PURCHASE ORDER FOR REPAIR MATERIALS & SUPPLIES - FACILITY & SUPPORT OPERATIONS	4,500.00
PO1-220000003727	BOXWOOD TECHNOLOGY INC	250.00
PO1-220000003738	ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES SERVICE AGREEMENT TO PROVIDE TRAINING - EQUITY, ACCESS, & FAMILY ENGAGEMENT	2,500.00
PO1-220000003742	AMERICAN EXPRESS CPS SERVICE CHARGE TO EXPEDITE DELIVERY OF CREDIT CARD - BUSINESS SERVICES	15.00
PO1-220000003745	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES/MATERIALS - ROOSEVELT MIDDLE SCHOOL	1,300.00
PO1-220000003746	AMERICAN EXPRESS CPS GIGGSTER - CINEMA CAPSTONE PROJECT FOR FILMING LOCATION RENTAL - GLENDALE HIGH SCHOOL	2,069.91
PO1-220000003748	AMERICAN EXPRESS CPS	135.00
PO1-220000003749	PITNEY BOWES INC. POSTAGE - DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	60,000.00
PO1-220000003757	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES - OFFICE SUPPLIES - HUMAN RESOURCES	21.14
PO1-220000003759	KEYGENT LLC PROFESSIONAL SERVICES - BUSINESS SERVICES	3,300.00
PO1-220000003760	STC INTERPRETING INC. PROVIDE ORAL & WRITTEN TRANSLATIONS - EQUITY, ACCESS, & FAMILY ENGAGEMENT	10,000.00
PO1-220000003762	AVIDEX INDUSTRIES, LLC INSTALLATION OF AUDIOVISUAL EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	4,380.72
PO1-220000003763	KIRK BRAYSHAW CERTIFICATION CARDS FOR FIRST AID/CPR - CRESCENTA VALLEY HIGH SCHOOL	1,275.00
PO1-220000003768	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - CERRITOS ELEMENTARY SCHOOL	10,000.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000003770	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN FLAG TEXTBOOKS - MONTE VISTA ELEMENTARY SCHOOL	5,142.06
PO1-220000003771	IMAGECUBE PRINTING AND MAILING SERVICES - STUDENT WELLNESS SERVICES	1,592.43
PO1-220000003772	SCHOOL LIFE A DIV OF IMAGESTUFF	620.76
PO1-220000003773	EXCEL PRINTING USA, INC. PRINTING SERVICES FOR KOREAN FLAG TEXTBOKS - EDUCATIONAL SERVICES	4,872.75
PO1-220000003775	NORAXON USA, INC	995.00
PO1-220000003776	IBOOKPARK INC BLANKET PURCHASE ORDER FOR KOREAN TEXTBOOKS - KEPPEL ELEMENTARY SCHOOL	4,324.01
PO3W-220000001353	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - WILSON MIDDLE SCHOOL.	1,027.04
PO3W-220000001896	CLEAN SWEEP SUPPLY CO INC	413.27
PO3W-220000002035	THE HOME DEPOT PRO (SUPPLYWORKS) INDUSTRIAL TOOLS - ROSEMONT MIDDLE SCHOOL	1,731.04
PO3W-220000002217	AMAZON CAPITAL SERVICES, INC.	258.63
PO3W-220000002265	THE HOME DEPOT PRO (SUPPLYWORKS)	180.92
PO3W-220000002288	THE HOME DEPOT PRO (SUPPLYWORKS)	348.51
PO3W-220000002289	THE HOME DEPOT PRO (SUPPLYWORKS)	187.37
PO3W-220000002290	SOUTHWEST SCHOOL & OFFICE SUPPLY	107.93
PO3W-220000002291	THE HOME DEPOT PRO (SUPPLYWORKS)	56.62
PO3W-220000002293	HOME DEPOT CREDIT SERVICES	625.10
PO3W-220000002294	SHIFFLER EQUIPMENT SALES, INC.	399.80
PO3W-220000002295	CDW GOVERNMENT	553.60
PO3W-220000002296	4IMPRINT, INC	372.44
PO3W-220000002297	AMAZON CAPITAL SERVICES, INC.	63.92
PO3W-220000002300	AMAZON CAPITAL SERVICES, INC.	555.30
PO3W-220000002301	AMAZON CAPITAL SERVICES, INC.	214.31
PO3W-220000002302	GALE SUPPLY COMPANY	65.76
PO3W-220000002304	SCANTRON INSTRUCTIONAL MATERIAL - CRESCENTA VALLEY HIGH SCHOOL	1,192.32
PO3W-220000002307	4WALL ENTERTAINMENT ELECTRONIC EQUIPMENT FOR GHS AUDITORIUM - PLANNING & DEVELOPMENT	1,559.22
PO3W-220000002308	FULL COMPASS SYSTEMS	680.82
PO3W-220000002311	SOUTHWEST SCHOOL & OFFICE SUPPLY	62.99

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000002312	GOPHER	967.44
PO3W-220000002313	NAESP PEAP ACA ORDERS	193.50
PO3W-220000002314	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER CHARGING CART - CLARK MAGNET HIGH SCHOOL	3,208.01
PO3W-220000002315	SCIENCE NATIONAL HONOR SOCIETY GRADUATION SUPPLIES - CLARK MAGNET HIGH SCHOOL	1,028.00
PO3W-220000002318	BURBANK PRINTING	673.65
PO3W-220000002319	ACADEMIC LEARNING COMPANY	148.84
PO3W-220000002320	ACADEMIC LEARNING COMPANY	105.21
PO3W-220000002322	VANGUARD INDUSTRIES EAST, INC.	690.11
PO3W-220000002323	ROCKWELL PRINTING INC	813.74
PO3W-220000002324	CDW GOVERNMENT	737.82
PO3W-220000002325	CDW GOVERNMENT COMPUTER EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	2,039.63
PO3W-220000002326	SCHOOL SPECIALTY LLC INSTRUCTIONAL MATERIALS & SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	4,730.36
PO3W-220000002327	OFFICE DEPOT	280.46
PO3W-220000002329	SCHOOL SPECIALTY LLC	236.67
PO3W-220000002330	BEAR COMMUNICATIONS INC DBA BEARCOM	212.78
PO3W-220000002331	AMAZON CAPITAL SERVICES, INC.	88.17
PO3W-220000002333	AMAZON CAPITAL SERVICES, INC.	61.61
PO3W-220000002334	FROG STREET PRESS INSTRUCTIONAL MATERIALS FOR VARIOUS SCHOOL SITES - EDUCATIONAL SERVICES	12,742.07
PO3W-220000002335	OFFICE DEPOT	255.77
PO3W-220000002336	ULINE SHIPPING SUPPLY	239.87
PO3W-220000002340	AMAZON CAPITAL SERVICES, INC.	102.34
PO3W-220000002341	AMAZON CAPITAL SERVICES, INC.	188.08
PO3W-220000002342	THE HOME DEPOT PRO (SUPPLYWORKS)	821.94
PO3W-220000002343	GRAINGER	894.79
PO3W-220000002345	THE HOME DEPOT PRO (SUPPLYWORKS)	69.60
PO3W-220000002346	MAKERBOT INDUSTRIES LLC	272.87
PO3W-220000002348	GOPHER	51.71
PO3W-220000002351	US GAMES	418.75
PO3W-220000002352	CLAY PLANET	618.60
PO3W-220000002353	JONES SCHOOL SUPPLY	940.44
PO3W-220000002357	DECKER EQUIPMENT/SCHOOL FIX	69.63
PO3W-220000002358	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	68.30
PO3W-220000002360	AMAZON CAPITAL SERVICES, INC.	429.96
PO3W-220000002361	AMAZON CAPITAL SERVICES, INC.	175.59
PO3W-220000002362	AMAZON CAPITAL SERVICES, INC.	24.79
PO3W-220000002365	THE HOME DEPOT PRO (SUPPLYWORKS)	450.78

UNRESTRICTED RESOURCES (CONTINUATION)		AMOUNT
PO NUMBER	VENDOR	
PO3W-220000002366	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	152.28
PO3W-220000002367	THE HOME DEPOT PRO (SUPPLYWORKS)	37.77
PO3W-220000002368	THE HOME DEPOT PRO (SUPPLYWORKS)	229.29
PO3W-220000002370	LAKESHORE LEARNING	226.68
PO3W-220000002371	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	82.68
PO3W-220000002372	LAKESHORE LEARNING	239.63
PO3W-220000002373	THE HOME DEPOT PRO (SUPPLYWORKS)	53.81
PO3W-220000002376	SHARP BUSINESS SYSTEMS	303.19
PO3W-220000002379	MAINTEX	174.11
PO3W-220000002381	CLEAN SWEEP SUPPLY CO INC	165.07
PO3W-220000002383	GALE SUPPLY COMPANY	165.38
PO3W-220000002386	FASTENAL COMPANY	1,126.53
	CUSTODIAL SUPPLIES - GLENDALE HIGH SCHOOL	
PO3W-220000002389	ROCHESTER 101 INC.	559.52
PO3W-220000002393	DEMCO	59.87
PO3W-220000002394	GALE SUPPLY COMPANY	177.50
PO3W-220000002397	JONES SCHOOL SUPPLY	2,062.98
	GRADUATION SUPPLIES - TOLL MIDDLE SCHOOL	
PO3W-220000002398	AUDIO ENHANCEMENT INC.	506.72
PO3W-220000002400	ATLAS PEN & PENCIL CORPORATION	80.22
PO3W-220000002402	AMAZON CAPITAL SERVICES, INC.	62.02
PO3W-220000002406	AREY JONES EDUCATIONAL SOLUTIONS	417.45

	TOTAL	216,159.68

FEDERAL RESTRICTED RESOURCES

PO1-220000003688	ACSA FOUNDATION FOR EDUCATIONAL ADMIN CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	1,796.00
PO1-220000003702	AP BY THE SEA UNIVERSITY OF SAN DIEGO	795.00
PO1-220000003706	AP BY THE SEA UNIVERSITY OF SAN DIEGO	795.00
PO1-220000003707	PERFORMING ARTS CENTER OF LOS ANGELES COUNTY SERVICE AGREEMENT TO PROVIDE TWO SINGLE ASSEMBLIES - BALBOA ELEMENTARY SCHOOL	3,100.00
PO1-220000003716	HOME DEPOT CREDIT SERVICES	113.58
PO1-220000003721	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO BLANKET PURCHASER FOR INSTRUCTIONAL MATERIALS - WILSON MIDDLE SCHOOL	23,000.00
PO1-220000003733	BREATHE FOR CHANGE, INC CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	1,995.00
PO1-220000003736	EDUCATOR RESOURCES, INC.(ERI) CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	1,590.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000003747	ITAI IVTZAN	392.00
PO1-220000003767	HOUGHTON MIFFLIN HARCOURT DIGITAL ACCESS SUBSCRIPTION PACKAGE - EQUITY, ACCESS, & FAMILY ENGAGEMENT	26,144.30
PO3W-220000002251	AMAZON CAPITAL SERVICES, INC.	121.19
PO3W-220000002303	PRO-ED INSTRUCTIONAL SUPPLIES - SPECIAL EDUCATION	1,935.56
PO3W-220000002305	ALLIANCE FOR A HEALTHIER GENERATION INC CLASSROOM PODCAST FOR STUDENTS AND TEACHER GUIDE - BALBOA ELEMENTARY SCHOOL	5,150.00
PO3W-220000002310	AMAZON CAPITAL SERVICES, INC.	69.42
PO3W-220000002388	AREY JONES EDUCATIONAL SOLUTIONS COMPUTER EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	1,619.81
PO3W-220000002399	WESTERN PSYCHOLOGICAL SERVICES INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	1,004.16
PO3W-220000002404	SCHOLASTIC INC INSTRUCTIONAL MATERIALS - EQUITY, ACCESS, & FAMILY ENGAGEMENT	4,048.32
	TOTAL	73,669.34
STATE RESTRICTED RESOURCES		
PO1-220000000532	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILD DEVELOPMENT & CHILD CARE	4,500.00
PO1-220000003687	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA INDEPENDENT LIVING AIDS, LLC - SPECIAL EDUCATION SUPPLIES - FOOTHILL SELPA	299.00
PO1-220000003691	THE CHILDREN'S CENTER AT CALTECH SERVICE AGREEMENT TO PROVIDE CONSULTATION, TRAINING & LESSON PLANNING - HOOVER HIGH SCHOOL	10,000.00
PO1-220000003695	CAAEYC	555.00
PO1-220000003697	BURBANK PRINTING	144.43
PO1-220000003705	SAN JOAQUIN COUNTY OFFICE OF EDUCATION CONFERENCE EXPENSES - FOOTHILL SELPA	1,000.00
PO1-220000003713	SWUN MATH, LLC	458.62
PO1-220000003717	SAVVAS LEARNING COMPANY LLC	372.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000003728	BURBANK PRINTING	121.28
PO1-220000003729	COPY NETWORK PRINTING SERVICES - ONLINE COLLEGE & CAREER ACADEMY	1,752.98
PO1-220000003730	COPY NETWORK PRINTING SERVICES - HOOVER HIGH SCHOOL	2,315.25
PO1-220000003750	PROFESSIONAL CHILD DEV. ASSOCIATES SERVICES AGREEMENT TO PROVIDE TEEN PROGRAM ASSESSMENT TO SPECIAL EDUCATION STUDENTS - SPECIAL EDUCATION	14,000.00
PO1-220000003758	ANDREA MARIE VALDEZ PROFESSIONAL SERVICES - SPECIAL EDUCATION	2,650.00
PO1-220000003774	YESACCESSIBLE	150.00
PO3W-220000002299	AMAZON CAPITAL SERVICES, INC.	32.98
PO3W-220000002338	BEST BUY	396.05
PO3W-220000002339	AMAZON CAPITAL SERVICES, INC.	59.55
PO3W-220000002356	CAROLINA BIOLOGICAL SUPPLY CO.	422.06
PO3W-220000002359	CHALK SPINNER INSTRUCTIONAL MATERIALS - HOOVER HIGH SCHOOL	4,210.64
PO3W-220000002374	APPLE COMPUTER COMPUTER EQUIPMENT - FOOTHILL SELPA	1,272.54
PO3W-220000002375	STICKER.COM, INC. INSTRUCTIONAL MATERIALS - VERDUGO WOODLANDS ELEMENTARY SCHOOL	2,368.00
PO3W-220000002377	DANMAR PRODUCTS, INC	200.66
PO3W-220000002382	BIO-RAD LABORATORIES BIOLOGY SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	4,148.02
PO3W-220000002385	US GAMES	482.79
PO3W-220000002387	ENABLING DEVICES, INC.	492.99
PO3W-220000002395	ALTIMATE MEDICAL, INC	154.35
PO3W-220000002403	AMAZON CAPITAL SERVICES, INC.	46.00
	TOTAL	52,605.19

LOCAL RESTRICTED RESOURCES

PO1-220000003690	THE LISTENING ACADEMY, INC.	214.99
PO1-220000003704	J.W. PEPPER & SON, INC.	166.80
PO1-220000003711	BERTRAND'S MUSIC ENTERPRISES INC	138.92
PO1-220000003714	TAYLOR MILLER PROVIDE HEALTHY RECIPE DEMONSTRATION VIDEOS - FOOD SERVICES	7,500.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000003715	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA CUFAY LIBRAIRIE PAPETERIE -BLANKET PURCHASE ORDER FOR FRENCH INSTRUCTIONAL SUPPLIES - STUDENT SUPPORT SERVICES	2,000.00
PO1-220000003731	DIRECT MAIL SOURCE INC	151.04
PO1-220000003737	LEONIS ADOBE MUSEUM FIELD TRIP - FREMONT ELEMENTARY SCHOOL	1,080.00
PO1-220000003739	JAXX THEATRICAL, INC SERVICE AGREEMENT TO PROVIDE ENRICHMENT PROGRAM - KEPPEL ELEMENTARY SCHOOL	2,350.00
PO1-220000003740	EMBROIDME	141.61
PO1-220000003743	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA WEBSTAUANTSTORE - CAFETERIA SUPPLIES - FOOD SERVICES	262.61
PO1-220000003744	DIRECT MAIL SOURCE INC	226.24
PO1-220000003751	KING'S CUSTOM SHEET METAL BLANKET PURCHASE ORDER FOR REPAIR MATERIALS & SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,000.00
PO1-220000003752	ADEMCO INC., DBA ADI BLANKET PURCHASE ORDER FOR SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	2,500.00
PO1-220000003753	ROCKLER WOODWORKING & HARDWARE BLANKET PURCHASE ORDER FOR REPAIR SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	1,000.00
PO1-220000003754	MONARCH BEARING COMPANY, INC. BLANKET PURCHASE ORDER FOR REPAIR MATERIALS & SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,500.00
PO1-220000003755	TENNANT SALES AND SERVICE BLANKET PURCHASE ORDER FOR VEHICLE & EQUIPMENT PARTS - FACILITY & SUPPORT OPERATIONS	2,000.00
PO1-220000003756	SHIFFLER EQUIPMENT SALES, INC.	77.88
PO1-220000003765	BUILDERS FENCE CO INC BLANKET PURCHASE ORDER FOR REPAIR MATERIALS AND SUPPLIES - FACILITY & SUPPORT OPERATIONS	2,000.00
PO3W-220000002292	ORIENTAL TRADING INC.	627.29
PO3W-220000002298	AMAZON CAPITAL SERVICES, INC.	82.60
PO3W-220000002306	STONE THROW GRADUATION EXPENSES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	1,730.93

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000002332	AMAZON CAPITAL SERVICES, INC.	597.52
PO3W-220000002337	RIVERSIDE ASSESSMENTS LLC INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	3,946.29
PO3W-220000002344	SCHOOL SPECIALTY LLC	43.92
PO3W-220000002347	POSITIVE PROMOTIONS	461.95
PO3W-220000002363	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	110.24
PO3W-220000002368	THE HOME DEPOT PRO (SUPPLYWORKS)	14.26
PO3W-220000002369	THE HOME DEPOT PRO (SUPPLYWORKS)	85.27
PO3W-220000002378	SCHOOL SPECIALTY LLC	360.19
PO3W-220000002390	MHS, INC INSTRUCTIONAL MATERIALS & SUPPLIES - SPECIAL EDUCATION	1,874.26
PO3W-220000002391	WATERWAY BABIES	268.06
PO3W-220000002392	BURBANK PRINTING PRINTING SERVICES - FOOD SERVICES	1,252.44
PO3W-220000002405	ENABLING DEVICES, INC.	183.32
	TOTAL	----- 37,948.63

CHILD DEVELOPMENT FUND

PO1-220000000308	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILD DEVELOPMENT & CHILD CARE	5,500.00
	TOTAL	----- 5,500.00

FOOD SERVICES FUND

PO1-220000000111	P & R PAPER SUPPLY COMPANY BLANKET PURCHASER ORDER FOR PAPER AND CAFETERIA SUPPLIES - FOOD SERVICES	330,000.00
PO1-2200000003734	CSNA	55.00
PO1-2200000003735	SCSNA	90.00
PO3W-220000002354	ARROW RESTAURANT EQUIPMENT CAFETERIA EQUIPMENT - FOOD SERVICES	104,291.10
	TOTAL	----- 434,436.10

PO NUMBER	MEASURE S PROJECTS FUND VENDOR	AMOUNT
PO1-220000003693	CRESCENTA VALLEY WATER DISTRICT INSTALLATION OF NEW FIRE LINE SPRINKLERS AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	380,000.00
PO1-220000003694	CONVERGINT TECHNOLOGIES LLC	474.37
PO1-220000003719	GARCIA'S FENCE CORP. SERVICE AGREEMENT FOR FENCING SERVICES AT FREMONT ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	3,300.00
PO3W-220000002355	CDW GOVERNMENT COMPUTER EQUIPMENT FOR GLENOAKS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	20,652.62
	TOTAL	<u>404,426.99</u>

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD ENDING MAY 6, 2022
CONSENT CALENDAR NO. 5 , MAY 17, 2022**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
4/28/2022	PO1-220000000308	AMZON	INCREASED PO AMOUNT FOR ADDITIONAL PURCHASES	\$3,000.00	\$2,500.00	\$5,500.00
4/28/2022	PO1-220000001457	ARC CONSTRUCTION, INC.	INCREASED PO AMOUNT FOR ADDITIONAL CONSTRUCTION WORK PROJECT	\$1,350,000.00	\$27,709.86	\$1,377,709.86
4/29/2022	PO1-220000001058	AMAZON	INCREASED PO AMOUNT FOR ADDITIONAL PURCHASES	\$6,000.00	\$2,000.00	\$8,000.00
4/29/2022	PO1-220000001969	OFFICE DEPOT	INCREASED PO AMOUNT FOR ADDITIONAL PURCHASES	\$1,500.00	\$500.00	\$2,000.00
5/2/2022	PO1-220000001457	ARC CONSTRUCTION, INC.	INCREASED PO AMOUNT TO COVER UNFORSEEN UNDERGROUN DRILLING.	\$1,377,709.86	\$198,781.00	\$1,576,490.86
5/3/2022	PO1-220000000836	NATIONAL CONSTRUCTION RENTALS	INCREASED PO TO EXTEND THE RENTAL PERIOD THROUGH SUMMER	\$31,572.41	\$5,000.00	\$36,572.41
5/4/2022	PO1-220000000111	P & R PAPER SUPPLY CO.	INCREASED PO AMOUNT TO COVER FUTURE INVOICES	\$250,000.00	\$80,000.00	\$330,000.00
5/4/2022	PO1-220000000521	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR FIELDTRIP BUSES	\$144,667.00	\$10,000.00	\$154,667.00
5/6/2022	PO1-220000001427	ODP BUSINESS SOLUTIONS, LLC	INCREASED PO AMOUNT FOR ADDITIONAL SUPPLIES & SERVICES	\$5,000.00	\$2,500.00	\$7,500.00
5/6/2022	PO1-220000000532	AMAZON	INCREASED PO AMOUNT FOR ADDITIONAL SUPPLIES & SERVICES	\$1,900.00	\$4,500.00	\$6,400.00

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Deborah Deal, Interim 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.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT
 May 17, 2022
 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	\$1,440
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$1,440

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$0	\$0
3000 Employee Benefits	\$0	\$0
4000 Instructional Supplies	\$1,322	\$0
5000 Contract Services	(\$1,322)	\$1,303
6000 Capital Outlay	\$0	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$1,303

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$137
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May 17, 2022
 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:
VARIOUS	Supplemental program	0	0	0	0	0	0	0	0	\$0	Services
Lincoln	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	793	(793)	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	132	(132)	0	0	0	\$0	Supplies
Lincoln	General Fund	0	0	0	397	(397)	0	0	0	\$0	Supplies
VARIOUS	Supplemental program	0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$1,322	(\$1,322)	\$0	\$0	\$0	\$0	\$0

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Adjustment appropriates funds for:
Fremont	General Fund	0	0	0	0	1,303	0	0	0	\$1,303	Educational Field trip
District	District	0	0	0	0	0	0	0	137	\$137	Refund
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$0	\$1,303	\$0	\$0	\$137	\$1,440	

- Object Codes
- 1000 Certificated Salaries
 - 2000 Classified Salaries
 - 3000 Employee Benefits
 - 4000 Books & Supplies
 - 5000 Services & Other Operating Supplies
 - 6000 Capital Outlay
 - 7000 Other Outgo
 - 9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
 May 17, 2022
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

REVENUES	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099 Local Control Funding Formula	\$0	\$0
8100-8299 Federal	\$0	\$0
8300-8599 Other State	\$0	\$0
8600-8799 Local	\$0	\$28,215
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$28,215

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	\$0
2000 Classified Salaries	\$0	\$0
3000 Employee Benefits	\$0	\$0
4000 Instructional Supplies	\$3,750	\$3,205
5000 Contract Services	(\$3,750)	\$25,010
6000 Capital Outlay	\$0	\$0
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	\$28,215

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
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GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

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:
Dept/Trsf	Program Description	Resource Code										
	TITLE III	95210.0	0	0	0	0	0	0	0	0	\$0	Supplies
	TUPE	95210.0	0	0	0	3,750	(3,750)	0	0	0	\$0	Supplies
			0	0	0	0	0	0	0	0	\$0	
			0	0	0	0	0	0	0	0	\$0	
			\$0	\$0	\$0	\$3,750	(\$3,750)	\$0	\$0	\$0	\$0	

BUDGET ADJUSTMENTS		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
Dept/Trsf	Program Description	Resource Code										
Educational Services	Administration Center Donation	94230.0	0	0	0	0	440	0	0	0	\$440	To allocate income
CDDC	School site donation	94230.0	0	0	0	0	(529)	0	0	0	(\$529)	To reverse entry
Fremont	School site donation	95100.0	0	0	0	0	1,030	0	0	0	\$1,030	To allocate income
CMHS	Donation from the Gene Haas Fo	95185.0	0	0	0	0	18,000	0	0	0	\$18,000	To allocate income (Robotics prg)
EAFE	Adelante Latinos	94340.0	0	0	0	0	100	0	0	0	\$100	To allocate income
EAFE	Adelante Latinos	94340.0	0	0	0	0	500	0	0	0	\$500	To allocate income
EAFE	Adelante Latinos	94340.0	0	0	0	0	500	0	0	0	\$500	To allocate income
Colleges View	Donation from Academy Keitron L	95210.0	0	0	0	0	2,550	0	0	0	\$2,550	To allocate income (Robotics prg)
District	School site donation	95100.0	0	0	0	5	0	0	0	0	\$5	To allocate income
Monte Vista	Donation from Glendale Educatio	94302.6	0	0	0	2,750	0	0	0	0	\$2,750	To allocate income (New Teacher Grant Support)
CMHS	School site donation	95100.0	0	0	0	0	919	0	0	0	\$919	To allocate income
CMHS	Donation from Kiwanis Club of La	95100.0	0	0	0	0	1,500	0	0	0	\$1,500	To allocate income
CMHS	School site donation	95210.0	0	0	0	400	0	0	0	0	\$400	To allocate income
Educational Services	Donation from Capital Group Co	94377.0	0	0	0	50	0	0	0	0	\$50	To allocate income
			0	0	0	0	0	0	0	0	\$0	
			\$0	\$0	\$0	\$3,205	\$25,010	\$0	\$0	\$0	\$28,215	

Total Budget Adjustments
 Object Codes
 1000 Certified Salaries
 2000 Classified Salaries
 3000 Employee Benefits
 4000 Books & Supplies
 5000 Services & Other Operating Expenses
 6000 Capital Outlay
 7000 Other Outgo
 8000 Income
 9000 Designated Reserves

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Deborah Deal, Interim 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, 2022-23**

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 2022-23.

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 BEST Advantage System. LACOE previously used the PEOPLESOFT system. The annual cost of these services for 2022-23 is estimated at \$137,814.72, which is an increase from 2021-22 by approximately \$ 7,061. Funding for these services will be paid from the Unrestricted General Fund (01.0).

To Support 2021-22 Board Priority No. 4 – Maintain District Financial Responsibility – Ensure the fiscal health of the District, implement a fiscal plan to preserve the District resources, and plan for the District's future educational and facility needs.

**CONTRACT FOR
BEST ADVANTAGE SYSTEM
FISCAL YEAR 2022-2023**

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, attached hereto and made a part hereof.

2. TERM

This Contract is effective July 1, 2022, and shall remain in effect through June 30, 2023.

3. PAYMENT

District shall pay LACOE the costs, as specified in Exhibit A. The total amount payable to LACOE by the District for the fiscal year (FY) 2022-2023 for financial system services shall be transferred quarterly from the District to LACOE by a journal voucher. Notices of journal transfers will be provided.

4. ADJUSTMENT

The amount payable will be increased on an annual basis and shall not exceed the percent change in the All Urban Consumer Price Index for the Greater Los Angeles – Anaheim area, from prior-prior year October to prior year October, as published by the California Department of Industrial Relations.

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.

5 AMENDMENTS

The Contract may be amended by mutual written document, signed by both of the parties.

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. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

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

12.1. 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.

12.2. 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 as specified in the amendment section of this Contract.

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, except as set forth in the "Failure to Comply" section, 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,
Downey, CA 90242-2890

District:

Mailing Address is District Office

17 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.

18 TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment 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.

19 TOBACCO AND MARIJUANA-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 and/or marijuana 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 and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

20 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.

21 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.

22 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.

18 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, pandemics, 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.

19 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.

20 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.

21 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.

22 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:

- 27.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 27.2. 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.

27.3. 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;

27.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

23 TERMINATION

The Contract may be terminated by LACOE or District upon 30 days' advance written notification.

24 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.

25 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

26 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.

27 INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

28 LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services 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 provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

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.

18 COVID 19 VACCINATION

When at LACOE schools and/or work locations or when there is interaction with LACOE employees, parents/guardians, families, and students in carrying out services regardless of location, Contractor, its officers, agents, employees, subcontractors, representatives and volunteers (collectively hereinafter referred in this Section as Contractor) and as a material condition of this Contract, shall comply with the Los Angeles County Superintendent's Policy 4060 (a) which states: "LACOE shall require proof of being fully vaccinated against COVID-19 by October 31, 2021 from all LACOE employees, including substitute employees, temporary office workers, contractors, interns, and volunteers as a condition of employment.

An individual is considered "fully vaccinated" when at least 2 weeks have passed since that individual's receipt of the second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

Effective immediately, the County Superintendent or designee shall establish any necessary procedures in order to implement this policy, and shall consider limited exceptions on a case-by-case basis, which may include providing reasonable accommodations in accordance with Superintendent Regulation 4032, Reasonable Accommodation."

By executing this contractual instrument, Contractor declares and certifies under penalty of perjury under the laws of the State of California that:

- a. all of its officers, agents, employees, subcontractors, representatives and volunteers who report to LACOE school and/or work locations or who will have interaction with LACOE employees, parents/guardians, families and students in carrying out services regardless of location, are or will be fully vaccinated;
- b. all of its officers, agents, employees, subcontractors, representatives and volunteers who are exempt from receiving the vaccine due to a disability or serious medical condition, or a sincerely held religious belief, will submit to weekly COVID-19 testing and will be responsible for the cost;

all of its officers, agents, employees, subcontractors, representatives and volunteers will comply and remain compliant with this Section and LACOE's Superintendent's Policy 4060 throughout the duration of this Contract.

19 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. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

**LOS ANGELES COUNTY
OFFICE OF EDUCATION**

School Dist.: Glendale Unified School District, BU # 64568,
Contract # C-22280

By _____
Patricia Smith
Chief Financial Officer

By _____
David Greco
Typed or Printed Name

Title General Counsel

Date _____
Im 3-2-22
Report 4/4/22

Date _____
Date Approved
by Board, if Required _____

Contact Person Karineh Savarani

Title Director, Financial Services

Phone # (818)241-3111 ext. 1292

Email: KarinehSavarani@gusd.net

Return the original signed copy to:
Adebayo Onanuga, ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

Los Angeles County Office of Education
 Accounting and Budget Development, ECW #165
 9300 Imperial Highway, Downey, CA 90242

**CONTRACT FOR BEST ADVANTAGE SYSTEM
 Fiscal Year 2022-2023
 EXHIBIT A**

District Name: Glendale Unified School District

District Number: 64568

FY2020-2021 System Charges	\$ 130754
CPI % Change (Consumer Price Index for Los Angeles - Anaheim, in the type All Urban Consumers, from October 2020 to October 2021, as published by the California Department of Industrial Relations)	\$5.4%
Total BEST Advantage System Charges for FY2022-2023	\$ 137814.72

NOTE: All online reports are available at no charge

By _____
 (Signature)

 (Print/Type Name)

Title _____

Date _____

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Deborah Deal, Interim Chief Business and Financial Officer

SUBJECT: **Authorization to Dispose of Surplus Property**

The Superintendent recommends that the Board of Education declare furniture items located at the Pacific Avenue Education Center as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and Lightwerks Communications Systems, Inc.**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Lightwerks Communications Systems, Inc. in the amount of \$5,000 to provide educational technology consultation and professional development to the staff at Chamlian Armenian School.

Glendale Unified School District has contracted with Lightwerks Communications Systems, Inc. to provide educational technology consultation and professional development to the staff at Chamlian Armenian School.

Lightwerks will provide two (2) days of training teachers and staff on interactive technology and software, and one (1) day of Tech on Campus.

The agreement is from January 27 through March 4, 2022. The total cost for these services is \$5,000, which is covered by Title II, Part A funds.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

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

SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and LightWerks Communication Systems, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. Term

Contractor shall commence providing services under this Agreement on or about Jan 27, 2022 and will diligently perform as required and complete performance by March 4, 2022.

2. Scope of Services

LightWerks Communication Systems will provide professional development for staff at Chamlian School :
2 total days of training for teachers and staff on interactive technology and software (January 27-28, 2022) and one day Tech on Campus Day (March 4, 2022)

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

3. Compensation

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: \$5000.00

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

4. Expenses

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

5. Materials

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

6. Independent Contractor

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

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

7. Joint Employer

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

8. Contractor's Employee Processing

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Stephen Dickinson

Contractor:

Lightwerks Communication Systems, Inc
701 East Gardena Blvd
Gardena, CA 90248
Attn: David Riberi

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Lightwerks Communication Systems, Inc

By: David J. Riberi
Signature

Owner, President
Title

David J. Riberi
Print Name

Dated: May 2,, 2020

By: _____
Signature

Title

Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.: 830835

Employer Identification Number: 95-4598219

Address: 701 East Gardena Blvd.
Carson, CA 90248-2922

Telephone: 424-6752600


Email: doconnor@lightwerks.com

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

Other: _____

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

Glendale Unified School District

By: 
Signature

Assistant Superintendent
Title

Dr. Kelly King
Print Name

Dated: 5/4, 2020

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Lightwerks Communication Systems Inc. to provide professional development for staff at Chamlian Armenian school :

- 2 total days of training for teachers and staff on interactive technology and software (Jan27-28)
- 1 day Tech on campus Day (March 4)

ADDENDUM B

“Cost Proposal”

\$5000.00 Total

Glendale Unified School District

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: May 2, 2022

Name of Contractor: Lightwerks Communication Systems, Inc

Signature: David J. Riberi
DocuSigned by:
F4885B12F5F846E...

Print Name and Title: David J. Riberi, President

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

Glendale Unified School District

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

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

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

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

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]

- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]

Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with students

- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor **MUST** attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

Glendale Unified School District

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date: May 2, 2022

Name of Contractor or Company: Lightwerks Communication Systems, Inc

Representative's Name and Title: David J. Riberi, President

Signature: DocuSigned by:
David J. Riberi
F4805B12F5F840E...

Glendale Unified School District

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

The undersigned declares:

I am the President and Owner of Lightwerks Communication Systems, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/2/22 [date], at Los Angeles [city], California [state].

DocuSigned by:
David J. Riberi
F4885B12F5F046E...
Signature

David J. Riberi
Print Name

Glendale Unified School District

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

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

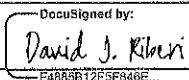
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- D Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: May 2, 2022

Name of Contractor: Lightwerks Communication Systems, Inc

Signature: 

Print Name and Title: David J. Riberi, President

Glendale Unified School District

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

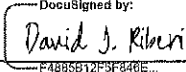
Lightwerks Communication Systems, Inc

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

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

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

Name of Contractor: Lightwerks Communication Systems, Inc

Signature: 

Print Name and Title: David J. Riberi, President

Date: May 2, 2022

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and Impact Canine Solutions**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Impact Canine Solutions in the amount of \$560 to provide canine services and substance abuse training at Holy Family High School.

Glendale Unified School District has contracted with Impact Canine Solutions to support a safe environment for student learning by providing canine services to search for dangerous substances on campus and to provide substance abuse information and training to faculty/staff, students and families at Holy Family High School.

The contract is from March 23-May 31, 2022. The total cost for these services is \$560, which is covered by Title IV, Part A funds.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and Impact Canine Solutions, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about 03/23/2022 and will diligently perform as required and complete performance by 05/26/2022.

2. **Scope of Services**

Impact Canine Solutions will provide Canine Services that search for dangerous substances on campus. additionally the company provides substance-abuse information and training to faculty/staff, students and families.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed \$560.00 Total.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. Joint Employer

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

8. Contractor's Employee Processing

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

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

9. Conduct on District Premises

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

10. Anti-Discrimination

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

11. Indemnification

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. Insurance

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Stephen Dickinson

Contractor:

Impact Canine Solutions
4630 Calle De Grande
La Verne, CA 91750

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: Impact Canine Solutions

By: 
Signature

President
Title

Al Hraichechy
Print Name

Dated: 5/10, 2022

By: _____
Signature

Title

Print Name

Dated: _____, 20__

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

Information regarding Contractor:

License No.:

Employer Identification Number:

46-3174683

Address: 4630 Calle De Grande
La Verne, CA 91750

Telephone: 818-2413178

Email: Team@ImpactCanine.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King
Print Name

Assistant Superintendent
Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Impact Canine Solutions will provide Canine Services that search for dangerous substances on campus. Additionally, the company provides substance-abuse information and training to faculty/ staff , students and families.

ADDENDUM B

"Cost Proposal"

Not to exceed \$560.00 Total

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date:

May 10, 2022

Name of Contractor:

Impact Canine Solutions

Signature:

Al Hradecky

Print Name and Title:

Al Hradecky, President

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

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

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

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

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:
- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor **MUST** attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date:

May 10, 2022

Name of Contractor or Company:

Impact Canine Solutions

Representative's Name and Title:

Al Hradecky President

Signature:



EXHIBIT "C"

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

(Public Contract Code section 7106)

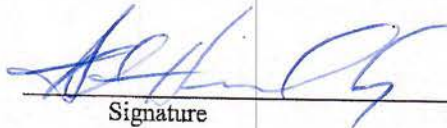
The undersigned declares:

I am the President of Impact Canine Solutions, 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 5/10/22 [date], at Glendale [city], California [state].



Signature

Ar Hradeccky

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 Impact Canine Solutions ("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:

May 10, 2022

Name of Contractor:

Impact Canine Solutions

Signature:

Al Hradecky

Print Name and Title:

Al Hradecky President

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT


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

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

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

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

Name of Contractor: Impact Canine Solutions

Signature: 

Print Name and Title: Al Hradecky President

Date: May 10, 2022

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 11

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra E. Rinder, Executive Director, Special Education

SUBJECT: **Approval of Additional Services Agreement Between Glendale Unified School District and The Genesis Group, Inc.**

The Superintendent recommends that the Board of Education approve an additional services agreement between Glendale Unified School District and The Genesis Group, Inc. in an amount not to exceed \$35,000 to provide speech therapy services to meet the needs of students for the remainder of the 2021-2022 school year.

The Genesis Group, Inc. is an agency that provides speech/language pathologists and speech/language pathology assistants. At its meeting of July 13, 2021, the Board of Education approved a contract with The Genesis Group, Inc. in the amount of \$120,000. At its meeting of March 8, 2022, the Board of Education approved an additional agreement with The Genesis Group, Inc. in the amount of \$100,000. Due to the vacancies created by staff on leave as well as increased staffing demand, it is estimated that an additional \$35,000 will be required to cover services needed for the remainder of the 2021-2022 school year.

Special Education resources will be used to pay for these services.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence;

Glendale Unified School District
Consent Calendar No. 11
May 17, 2022
Page 2

support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and The Genesis Group, Inc, herein after referred to as (“Contractor”).

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about May 1, 2022 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

Provides Psychological and Speech Services

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: \$35,000.00 (Thirty five thousand).

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. Limitation of District Liability

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

13. Confidentiality

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

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

14. **Insurance**

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

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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

///

18. **Notice**

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Stephen Dickinson

Contractor:

The Genesis Group, Inc
2625 Townsgate Road Suite 330
Westlake Village, CA 91361
ATTN: Dion Scott

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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


32. Counterparts

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

SIGNATURE PAGE

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

Company Name: The Genesis Group, Inc

By: 
Signature

Vice President of Operations
Title

Deon Scott
Print Name

Dated: _____, 2022

By: 
Signature

Manager, Accounting & Finance
Title

Jasmin Garcia
Print Name

Dated: 05/10, 2022

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

Information regarding Contractor:

License No.:

Employer Identification Number:
83-4326065

Address: 2625 Townsgate Road Suite 330
Westlake Village, CA 91361

Telephone: (877)720-6711

Email: thegenesisgroupinc.net

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

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.

Other: _____

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent Educational Services

Title

Dated: _____, 2022

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Consultant, as needed, to provide psychological services, speech, physical and occupational therapy, assessments and IEP services to Special Education students.

ADDENDUM B

“Cost Proposal”

Rates:

SLP: \$87/hour

SLPA: \$65/hour

Psychologist: \$95/hour

Occupational Therapist: \$87/hour

Occupational Therapist Assistant: \$65/hour

Special Education Teachers: \$68 - \$73 per hour (TBD)

EXHIBIT “A”

WORKERS’ COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

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

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

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

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:
- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. **Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).**

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an “EMERGENCY OR EXCEPTIONAL SITUATION,” such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.” [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor’s employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of Contractor provided services.

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

Date: _____

Name of Contractor or Company: _____

Representative’s Name and Title: _____

Signature: _____

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

**EXHIBIT “D”
TUBERCULOSIS CLEARANCE**

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

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

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

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

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

- D Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

EXHIBIT “E”

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 12

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching & Learning

SUBJECT: **Approval of New Course of Study Outline for Use in High Schools in the Area of Career Technical Education**

The Superintendent recommends that the Board of Education approve new course of study outline (Peer Counseling I) for use in high schools in the area of Career Technical Education.

The course of study outline is submitted for approval by the Board of Education. The course outline has been reviewed for content and evaluated by members of the Career Technical Education Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outline to the Board of Education.

HIGH SCHOOLS

Department: Career Technical Education

Course Title: Peer Counseling I

Grade Level(s): 10-12

School(s)
Course Offered: Crescenta Valley High School

UC/CSU Approved
(Y/N, Subject): Pending, "G" College-Preparatory Elective

Course Credits: 10

Recommended

Prerequisite: None

Recommended

Textbook: Peer Counseling: Skills, Ethics, and Perspectives, D'Andrea, Vincent J., and Peter Salovey, Science and Behavior, Second Edition/1996

Psychology, Minter, Katherine P., and William J. Elmhurst., Pearson, Second Edition/2016

Course Overview: This course will provide students with the essential information and skills necessary to peer counsel and work with students in need. In addition, this course will present students with different counseling theories, legal and ethical issues in counseling, communication skills, anger and conflict management skills, knowledge of when to make a referral to a professional, implicit bias and cross-cultural counseling, and the ability to deal with crisis and change. The overriding theme of the course is helping peer counselors empower others and themselves, with a strong focus on applying the lessons toward self-growth, inclusion, competence, and empathy. Peer Counseling I follows a CTE pathway towards Peer Counseling II - where there will be an opportunity to intern in the WellNest, in preparation for a possible career in the behavioral sciences.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education

Course Title: Peer Counseling I

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

Grade Level(s): 10-12

School(s)
Course Offered: Crescenta Valley High School

UC/CSU Approved
(Y/N, Subject): Pending, "G" College-Preparatory Elective

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: Peer Counseling: Skills, Ethics, and Perspectives, D'Andrea, Vincent J., and Peter Salovey, Science and Behavior, Second Edition/1996

Psychology, Minter, Katherine P., and William J. Elmhurst., Pearson, Second Edition/2016

Course Overview: This course will provide students with the essential information and skills necessary to peer counsel and work with students in need. In addition, this course will present students with different counseling theories, legal and ethical issues in counseling, communication skills, anger and conflict management skills, knowledge of when to make a referral to a professional, implicit bias and cross-cultural counseling, and the ability to deal with crisis and change. The overriding theme of the course is helping peer counselors empower others and themselves, with a strong focus on applying the lessons toward self-growth, inclusion, competence, and empathy. Peer Counseling I follows a CTE pathway towards Peer Counseling II- where there will be an opportunity to intern in the WellNest, in preparation for a possible career in the behavioral sciences.

First Semester-Course Content

Unit 1: General Counseling Guidelines and Procedures

(4 weeks)

Unit one covers the overview of what the Peer Counseling classes goals and requirements are. Students are given a Course of Study that summarizes each unit and they go over that with the instructor. Next, students are informed of the ethics, morality and law as they relate to counseling. A special emphasis is placed on confidentiality and reporting. Students are then introduced to school resources, the counseling department, school psychologists, school resource officer, Assistant Principals, Associate Principal and the Principal and made aware of when they would/should contact and use these resources. Following school resources, students are exposed to the School Crisis Plan and given an overview of Crisis Counseling and how to identify those in shock and what to do with them. Once students have shown an understanding of the above topics, they participate in a Needs Assessment to make sure that Peer Counseling will be addressing the needs of the campus for the entire school year.

Unit Assignment(s): Students are asked to graphically depict through a chart or map all of the school resources and each resource team member's role and scope of practice.

Students are asked to demonstrate on a short quiz what situations must include an adult resource team member and what can be handled exclusively by a student counselor.

Unit 2: Communication, Conflict and Caring

(4 weeks)

Unit two focuses on effective communication, resolving conflict in healthy ways and establishing a caring environment. First students learn about effective communication strategies with a focus on creating warmth, empathy and unconditional positive regard. They learn how we send and receive verbal and nonverbal clues and how to use that to aid in healthy communication. The students practice these strategies in a series of dyadic encounters and mock vignettes, critiquing each other to develop healthier communication practices. Next students are exposed to the difference between "I" and "You" statements and how to use those and present the "I Statement" strategy to others.

Unit Assignment(s): Students then pair off and use personal scenarios to practice using "I Statements". Students will help each other identify the effectiveness of "I Statements" over "You Statements" and the effect of each. Students will learn active listening and communication strategies.

Unit 3: Theory and Practice of Counseling

(10 weeks)

Didactic material on four theoretical orientations in counseling will be presented: Psychodynamic, Humanistic, Behavioral, and Post Modern. Each modality will be set in an historical context, presented in terms of its unique underlying principles. Varying counseling techniques from each modality will be presented and practiced. The role of the counselor in each modality will be discussed.

Unit Assignment(s): Students will demonstrate understanding of each modality through short quizzes and experiential learning. Through role play, vignettes will be presented and students will be asked to work within a theoretical model to facilitate effective problem solving.

Second Semester-Course Content

Unit 4: Psychopathology

(4 weeks)

Unit three includes didactic lessons on psychological disorders common in childhood and adolescence. Such common issues as attention disorders, anxiety, depression, eating disorders, and are presented didactically.

Unit Assignment(s): Students are asked to develop a “Specialty” from the covered topics and give a class presentation covering the antecedents, signs and symptoms, and effective counseling treatments for the chosen disorder.

Unit 5: Suicidality

(2 weeks)

Suicide. Students are exposed to the difference between having a case of the blues and people who are suffering with clinical depression. Next, students learn to identify students who are exhibiting signs of suicide and non-suicidal self-injury. Students learn to differentiate between common warning signs and risk factors. They practice directing the conversation to determine if students are exhibiting warning signs for suicide. They revisit confidentiality in the context of self-harm and review when to include school crisis team and other appropriate adults.

Unit Assignment(s): It is essential that students can identify warning signs of the subjects covered in this unit and be able to identify students who must be directed to the appropriate adult. Students are paired off and given scenarios where they must identify if the student's information should remain confidential, or if they need to ask probing questions, or if they need to direct that student to an adult. Students will learn the skills necessary to identify at risk students or students who are in danger.

Unit 6: Grief, Loss, Complicated and Uncomplicated Bereavement

(4 weeks)

Students learn about death, the stages of grief and working with people dealing with loss and how to help them onto the path of recovery. Divorce and its effect on the family, particularly children are the next topic. Divorce is followed by lessons on isolation and loneliness, stress and stress management. In addition, students learn about child abuse and identifying the signs of child abuse

Unit Assignment(s): Students are paired off and given scenarios where they must identify if the student's information should remain confidential, or if they need to ask probing questions, or if they need to direct that student to an adult. Students will learn the skills necessary to identify at risk students or students who are in danger.

Unit 7: Substance Use and Abuse

(4 weeks)

This unit covers the different classifications of substances such as stimulants and depressants. The unit includes legal issues of underaged use. Short term and long-term effects of alcohol, tobacco and drugs are covered. Models of addiction recovery are covered. Concepts such as dependence, co-dependence, enabling, relapse are defined. Referencing back to theoretical modalities taught in Unit 3, substance abuse is viewed through a psychodynamic, behavioral, humanistic, family systems and post-modern lens. The disease model is covered.

Unit Assignment(s): Students are asked to create a personal family genogram that traces compulsive and addictive behaviors in their family of origin or circle of friends.

Unit 8: Special Education

(3 weeks)

Students are taught the various eligibility criteria for inclusion in Special Education. Students are taught the various eligibility criteria for a Section 504 plan. Students are given common techniques for working with people with disabilities such as autism, learning disabilities, students who are deaf or hard of hearing, visual impairment, students with orthopedic disabilities and students with emotional disabilities.

Unit Assignment(s): Students are asked to observe and to work in one of the school's special education classrooms.

Unit 9: Program Review and Evaluation

(4 weeks)

As a group student discuss the semester that they have just completed in a seminar format. Discussions about activities, counseling, self-growth and relationships are encouraged, as well as an opportunity to say goodbye to the group. Students are encouraged to bring up areas of the course they feel were most helpful and memorable and the things that they would like to see changed in the future. Students discuss their growing edges and topics that would be challenging for them when they begin to work with students.

Unit Assignment(s): Students write a 3-5 page journal exploring what they have gotten out of the class and their counseling sessions throughout the year, and how they feel the experiences for future students can be improved.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching and Learning

SUBJECT: **Approval of Revised Course of Study Outlines for Use in High Schools in the Area of English**

The Superintendent recommends that the Board of Education approve revised course of study outlines (Modern Poetry and Creative Writing) for use in high schools in the area of English.

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 English Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

HIGH SCHOOLS

Department: English

Course Title: Creative Writing (Revision)

Course Code: 1361D

Grade Level(s): 11-12

School(s)
Course Offered: Clark Magnet High School

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

Course Credits: 5 credits

Recommended
Prerequisite: None

Recommended
Textbook: Writing From the Senses by Laura Deutsch
Shambhala Publications, Inc. First Edition/2014

After the End Teaching and Learning Creative Revision by Barry Lane, Heinemann, a division of Reed Elsevier Inc., 1993.

Course Overview: The major purpose of this standards-aligned semester elective course is to provide opportunities to develop, extend, and refine the craft of writing. This course is designed for the enthusiastic writer. Students will develop their knowledge of the craft of writing by analyzing the characteristics of genres/sub-genres that are used in poetry, prose, novels, short stories, essays, and other genres in order to craft their own writing pieces. Students will engage in interactive reading and writing assignments, many of which include informal writing throughout the process. Students will move from pre-reading activities, through reading and post-reading activities, to formal writing assignments. Activities are geared to help writers develop a habit of writing, learn how to brainstorm ideas for writing, develop vivid and concrete descriptions, explore character and plot development, and experiment with forms of fiction, memoir, and poetry. Students are expected to write and revise a minimum of ten academic compositions within the first semester.

Department: English

Course Title: Modern Poetry (Revision)

Course Code: 1378D

Grade Level(s): 11-12

School(s)
Course Offered: Clark Magnet High School

UC/CSU Approved
(Y/N, Subject): Y, (G) College-Preparatory Elective

Course Credits: 5

Recommended
Prerequisite: None

Recommended
Textbook: None

Course Overview: This course will concentrate mostly on reading, writing, and analyzing poetry. Through analysis of poetry, the student will gain an understanding of how this literature relates to identity. In addition, the student will create, evaluate, analyze, and critique famous poems by learning the fundamentals of poetry through literary devices and creative writing. In this course there will be discussion of the historical, political, cultural, economic and religious influences on poetry and poets. The main objective overall is learning an appreciation of poetry as a reading, listening, and writing experience, especially as a form of art and self-expression.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: English

Course Title: Creative Writing (Revision)

Course Code: 1361D

Grade Level(s): 11-12

School(s)

Course Offered: Clark Magnet High School

UC/CSU Approved: N/A

(Y/N, Subject):

Course Credits: 5 credits

Recommended

Prerequisite: None

Recommended

Textbook:

Writing From the Senses by Laura Deutsch
Shambhala Publications, Inc. First Edition/2014

After the End Teaching and Learning Creative Revision by Barry Lane,
Heinemann, a division of Reed Elsevier Inc., 1993.

Course Overview:

The major purpose of this standards-aligned semester elective course is to provide opportunities to develop, extend, and refine the craft of writing. This course is designed for the enthusiastic writer. Students will develop their knowledge of the craft of writing by analyzing the characteristics of genres/sub-genres that are used in poetry, prose, novels, short stories, essays, and other genres in order to craft their own writing pieces. Students will engage in interactive reading and writing assignments, many of which include informal writing throughout the process. Students will move from pre-reading activities, through reading and post-reading activities, to formal writing assignments. Activities are geared to help writers develop

a habit of writing, learn how to brainstorm ideas for writing, develop vivid and concrete descriptions, explore character and plot development, and experiment with forms of fiction, memoir, and poetry. Students are expected to write and revise a minimum of ten academic compositions within the first semester.

Unit 1: Learning to Write/Personal Style/Individual Voice

First Quarter/10 Weeks: Students will produce five writing pieces, write a final project proposal, and make progress toward a final first chapter of a book or a complete short story of their chosen genre, which could include mystery, science fiction, memoir, young teen fiction, etc... Students will research their setting and genre in order to build competency. Students will seek mentor texts to guide their writing practice.

Students will complete frequent journaling in order to reflect on daily writing lessons, as they work toward developing skills to complete their culminating writing project. Students will begin to develop and seek to maintain the habit of writing in order to find their own voice/style. Initially, students will review the main elements of fiction (setting, character, conflict, point of view, denouement, and dialogue). Students will then engage in a series of exercises that focus on each of these elements specifically. These exercises will include a model story/mentor text to analyze for the specific element(s), and then an exercise in which the students apply their own knowledge. Students will engage in both individual writing exercises and group exercises.

Some of the writing pieces this quarter include a Thoreauvian personal narrative based on a firsthand experience in Nature/the park, a complaint/rant poem or paragraph, "Item from the Bag" writing activity, response to inspirational poems, and "The First Time" poem or paragraph.

The class will read various poets and essayists to serve as inspiration for the study of the following:

- Building relationships with trusted peers
- Characteristics of good writing
- Dialogue exercises
- Elements of Short Story
- Figurative Language
- Finding writing space and routines
- Humor in storytelling
- Imagery/Sensory Details
- Point of View
- Practice "showing, not telling"
- Punctuation usage as it relates to personal writing style/voice

Mentor Texts:

“Ground Swell” by Mark Jarman

“Memory Lapse” and “Now We Are Five” by David Sedaris

“Poem for Adlai Stevenson and Yellow Jackets” by David Young

Unit 2: Building Plot and Characters/Understanding the Writing Process and Revision

Second Quarter/10 Weeks: Students will produce five writing pieces, including an original first chapter, and outline of a book of their chosen genre, or a complete short story, which could include mystery, science fiction, memoir, young teen fiction, etc... Students will write the first chapter of a book or a short story using a character from a character profiling activity. First, students will choose one of their original characters and then draft a plot diagram of their story, solicit feedback from a peer on the "plot" of their story, then utilize this feedback to revise the plot. Once they have a solid plot structure and story, students will then draft the story incorporating fictional elements (clear exposition, conflict, effective dialogue that furthers the plot and develops character, and clear climax and resolution). Once the draft is finished, students will solicit feedback once again and then submit a final draft. Students will present their work to the class as a final writing project.

Some writing pieces this quarter include “Every Person Has a Story” interview and writing experience, a poem or paragraph on “Masks,” eavesdropping/dialogue activity and dramatization, children’s book activity, and the culminating first chapter or short story.

The class will read various poets and essayists to serve as inspiration for the study of the following:

- Building characters/character sketch
- Dialogue
- Influences of children’s literature
- Plot Style
- Precise language
- Publishing work – layout/design
- Reflective/narrative writing
- Revising and editing
- Setting
- Sharing writing pieces
- Story development
- Word choice/sentence structure

Mentor Texts:

"Adam's Complaint" by Denise Levertov

"Strawberry Spring" by Stephen King

"The Empty House of my Brokenhearted Father" by Poe Ballantine

"The Tell-Tale Heart" by Edgar Allen Poe

Excerpts from Amy Tan's *The Joy Luck Club*

Various works by Henry David Thoreau

Children's Literature:

My Little House by Virginia Burton

Videos:

TED Talk by Andrew Stanton, Creative Director of Pixar - The Art of Storytelling

How to Carve a Bear, an analogy for revision

Focus Standards Reading Grades 10-12

R 2.2 Analyze the way in which clarity of meaning is affected by the patterns of organization, hierarchical structures, repetition of the main ideas, syntax, and word choice in the text.

R 3.1 Analyze characteristics of subgenres (e.g., satire, parody, allegory, pastoral) that are used in poetry, prose, plays, novels, short stories, essays, and other basic genres.

R 3.3 Analyze the ways in which irony, tone, mood, the author's style, and the "sound" of language achieve specific rhetorical or aesthetic purposes or both.

R 3.4 Analyze ways in which poets use imagery, personification, figures of speech, and sounds to evoke readers' emotions.

Writing Standards Grades 10/11/12

W1.1 Demonstrate an understanding of the elements of discourse (e.g., purpose, speaker, audience, form) when completing narrative, expository, persuasive, or descriptive writing assignments.

W1.3 Structure ideas and arguments in a sustained, persuasive, and sophisticated way and support them with precise and relevant examples.

W2.1 Write fictional, autobiographical, or biographical narratives: a. Narrate a sequence of events and communicate their significance to the audience. b. Locate scenes and incidents in specific places. c. Describe with concrete sensory details the sights, sounds, and smells of a scene and the specific actions, movements, gestures, and feelings of the characters; use interior monologue to depict the characters' feelings. d. Pace the presentation of actions to accommodate temporal, spatial, and dramatic mood changes. e. Make effective use of descriptions of appearance, images, shifting perspectives, and sensory details.

Listening and Speaking Grades 10-12

LS 2.1 Deliver reflective presentations: a. Explore the significance of personal experiences, events, conditions, or concerns, using appropriate rhetorical strategies (e.g., narration, description, exposition, persuasion). b. Draw comparisons between the specific incident and broader themes that illustrate the speaker's beliefs or generalizations about life. c. Maintain a balance between describing the incident and relating it to more general, abstract ideas.

Assessments:

- Character Sketch Project
- Culminating Writing Task Proposal
- Culminating final short story or first chapter of a book
- Journaling/Daily warm-ups and Writing Experiences
- Oral presentations and class discussions
- Peer Mark editing on www.turnitin.com

District Approved Texts and Instructional Resources

Other Instructional Resources:

- Reading/Language Arts Framework for California Public Schools
- Glendale Unified School District's English/Language Arts Instructional Guides, Grades 9-10, 11-12
- *Bird by Bird* by Anne Lamott
- *The Pocket Muse (Ideas and Inspiration for Writing)* by Monica Wood
- *The Pocket Muse 2 (Endless Inspiration for Writers)* by Monica Wood
- *Wild Mind: Living the Writer's Life* by Natalie Goldberg
- *Writing Down the Bones: Freeing the Writer Within* by Natalie Goldberg

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: English

Course Title: Modern Poetry (Revision)

Course Code: 1378D

Grade Level(s): 11-12

School(s)

Course Offered: Clark Magnet High School

UC/CSU Approved

(Y/N, Subject): Y, (G) College-Preparatory Elective

Course Credits: 5

Recommended

Prerequisite: None

Recommended

Textbook: None

Course Overview: This course will concentrate mostly on reading, writing, and analyzing poetry. Through analysis of poetry, the student will gain an understanding of how this literature relates to identity. In addition, the student will create, evaluate, analyze, and critique famous poems by learning the fundamentals of poetry through literary devices and creative writing. In this course there will be discussion of the historical, political, cultural, economic and religious influences on poetry and poets. The main objective overall is learning an appreciation of poetry as a reading, listening, and writing experience, especially as a form of art and self-expression.

Unit 1: Defining Poetry/The Art of Poetry/Personal Voice

Students will describe the components of poetry and strategies for reading and understanding poetry. Students will identify patterns and literary devices used in poetry as they explore various definitions of this art and its purpose. They will also analyze the development of the author's voice and the use of points of view in poetry. This will be done through the close reading of mentor texts/poems that show poems written about poetry and writing. Poets will include, but are not limited to, Amy Lowell, Archibald MacLeish, Billy Collins, Marge Piercy, Nikki Giovanni, Anne Sexton, and Adrienne Rich. Students will implement this knowledge by writing various types of poetry, starting with a poem about their name as it relates to their lineage/culture. In addition, students will answer the following essential questions and focus on the following enduring understandings:

Essential Questions:

- What is poetry? How does a person read and understand poetry?
- How is poetry divided? What patterns are noted in poetry?
- What are the various devices and stanza types in poetry?
- What literary devices are used to show meaning and purpose?
- What is style, tone, voice, focus, and theme? How are they used by the author in creating poetry and supporting the author's purpose/theme?
- How is poetry a form of art?

Assignments:

1. Develop a personal definition of poetry. Write a poem that fits that definition.
2. Students will read a lengthy teacher-created packet of poems called "The Art of Poetry (Ars Poetica)" poems. They will use these inspirational poems to compose their own poem about poetry as an artform.
3. Students will use color to annotate Amy Lowell's poem called "Patterns" to see the visual experience of poetry and its connections with art and prose.
4. Students will write a poem about their name. This poem will be read as a performance piece in front of the class with another student as they alternate their lines from the name poems.

Unit 2: Writing Various Types of Poetry/Recurring Motifs in Poetry (color usage, seasons, darkness and light)

Students will learn the characteristics of various types of poetry and unique writing approaches. Throughout the unit, students will define, analyze, and evaluate different types of poetry that will be used as mentor texts for writing their own poems. The styles of poetry analyzed in this unit include dramatic, narrative, and lyrical poetry, as well as epic, ballads, elegy, and ode. Poets will include, but are not limited to, Robert Browning, Percy Bysshe Shelley, Pablo Neruda, Emily

Dickinson, Robert Frost, and E. E. Cummings. In addition, students will answer the following essential questions and focus on the following enduring understandings:

Essential Questions:

- What is dramatic poetry? What are its characteristics?
- What is the purpose of narrative poetry? What is lyric poetry?
- What is an epic poem, a ballad, an elegy, and an ode?
- What is a concrete poem? How is an acrostic formed?
- What motifs are used in poetry? What purpose do they serve?

Assignments:

1. Students will choose to write a specific type of poem, whether an ode, elegy, lyrical, or narrative poem.
2. Students will focus on a recurring motif in poetry and write a poem on that motif.
3. Students will look at art, songs, and how color is used to describe and express emotion. Students will write a poem using one color to create meaning.

Unit 3: Poetry of America

Students will distinguish between the different styles of poetry written by famous American poets. They will compare and contrast the styles of poetic writing by authors including, but not limited to, Emily Dickinson, Walt Whitman, Robert Frost, and Langston Hughes. Study of poetic styles will include those common in the Civil War, Harlem Renaissance, and Modern eras of the United States. The major poets and poems of each era will be used as mentor texts for writing. Students will listen to each inaugural speech/poem including Robert Frost, Maya Angelou, Robert Blanco, and Amanda Gorman.

In addition, students will answer the following essential questions and focus on the following enduring understandings:

Essential Questions:

- Who was Walt Whitman, Emily Dickinson, Robert Frost, and Maya Angelou? What are some of their famous poems?
- What influence does history have on poetry?
- What connections can you find between an American poet's personal life and his/her poetry?
- What connections and motifs are notable among the inaugural poets?

Assignments:

1. Students will write a poem based on a photo of a particular moment in history. They need to research the historical aspects of the event and approach the poem paying close attention to a unique point of view.
2. Students will write a poem emulating the themes and style of Emily Dickinson.

Unit 4: Modern/Contemporary Poets and Musical Influences

Students will be introduced to Modern and Contemporary poets including T. S. Eliot, W. H. Auden, Adrienne Rich, e. e. Cummings, Jimmy Santiago Baca, Martin Espada, Ilya Kaminsky, Billy Collins, Nikki Giovanni, and Marge Piercy to name a few. This unit will focus on the themes in the Modernist and Contemporary literary movements as unconventional forms and techniques are highlighted as the innovations of current trends of free verse. Students will bring in a song and a poem of their choice to begin each class as we begin to define songs as poetry. Students will be exposed to slam poetry and alternative creative expressions which originated with the Beat Poets of the late 1940s through the 1950s. Allen Ginsberg and Lawrence Ferlinghetti poems will serve as inspiration for connections between music and poetry.

Essential Questions:

- How are songs and poetry related? What are common devices used in each?
- Who are the Beat Poets and what commonalities can be found among their works?
- How does form influence and support poetic themes?
- How might poems be represented visually through a short film or series of images?

Assignments:

Students will choose from a culminating class project that includes slam poetry, a poem video, or possibly singing/performing a poem from an original poem or based on a famous poem.

Objectives:

By the end of the course, students will be able to:

1. Demonstrate knowledge of poetry of various forms and periods;
2. Recognize and identify different formal rhythmic properties of poems and of language as a whole;
3. Analyze and evaluate the aesthetic impact of individual poems;
4. Recognize and identify poets of various commitments, styles, and periods;
5. Demonstrate understanding of and apply poetic vocabulary essential to the practice of literary criticism;
6. Demonstrate understanding of individual poems and poets in their historical social, economic, cultural, and political contexts; historical writing, historical novels, and historical fiction gives a window into thoughts, feelings, and emotions of those experiencing historical events.

7. Produce and evaluate their creative writing. Poetry, in any form, can convey thoughts, feelings, and emotions in a way that other forms of literature cannot.

Focus Standards Reading Grades 10-12

- R1.1. Identify and use the literal and figurative meanings of words, and understand word derivation.
- R1.2. Distinguish between the denotative and connotative meanings of words, and interpret the connotative power of words.
- R 2.2 Analyze the way in which clarity of meaning is affected by the patterns of organization, hierarchical structures, repetition of the main ideas, syntax, and word choice in the text.
- R 3.1 Analyze characteristics of subgenres (e.g., satire, parody, allegory, pastoral) that are used in poetry, prose, plays, novels, short stories, essays, and other basic genres.
- R 3.3 Analyze the ways in which irony, tone, mood, the author's style, and the "sound" of language achieve specific rhetorical or aesthetic purposes or both.
- R 3.4 Analyze ways in which poets use imagery, personification, figures of speech, and sounds to evoke readers' emotions.

Focus Standards Literary Response and Analysis Grades 10-12

- 3.1. Analyze characteristics of sub-genres (e.g., satire, parody, allegory, pastoral) that are used in poetry, prose, drama, novel, short story, essay, and other basic genres.
- 3.2. Analyze how the theme or meaning of a selection represents a view or comment on life, using textual evidence to support the claims.
- 3.3. Analyze how irony, tone, mood, style, and "sound" of language are to achieve specific rhetorical and/or aesthetic purposes.
- 3.4. Analyze ways in which poets use imagery, personification, figures of speech, and sounds to evoke readers' emotions.
- 3.5. Analyze recognized works of American literature representing a variety of genres and traditions:
- a. Trace the development of American literature from the colonial period forward.
 - b. Contrast the major periods, themes, styles, and trends and describe how works by members of different cultures relate to one another in each period.
 - c. Evaluate the philosophical, political, religious, ethical, and social influences of the historical period that shaped the characters, plots, and settings.
- 3.6 Analyze the way in which authors through the centuries have used archetypes drawn from myth and tradition in literature, film, political speeches, and religious writings (e.g., how the archetypes of banishment from an ideal world may be used to interpret Shakespeare's tragedy *Macbeth*).
- 3.7 Analyze recognized works of world literature from a variety of authors:
- a. Contrast the major literary forms, techniques, and characteristics of the major literary periods (e.g., Homeric Greece, medieval, romantic, neoclassic, modern).
 - b. Relate literary works and authors to the major themes and issues of their eras.
 - c. Evaluate the philosophical, political, religious, ethical, and social influences of the historical period that shaped the characters, plots, and settings.

Focus Standards Writing Standards Grades 10-12

W1.1 Demonstrate an understanding of the elements of discourse (e.g., purpose, speaker, audience, form) when completing narrative, expository, persuasive, or descriptive writing assignments.

W1.3 Structure ideas and arguments in a sustained, persuasive, and sophisticated way and support them with precise and relevant examples.

Focus Standards Listening and Speaking Grades 10-12

LS 2.1 Deliver reflective presentations:

- a. Explore the significance of personal experiences, events, conditions, or concerns, using appropriate rhetorical strategies (e.g., narration, description, exposition, persuasion).
- b. Draw comparisons between the specific incident and broader themes that illustrate the speaker's beliefs or generalizations about life.
- c. Maintain a balance between describing the incident and relating it to more general, abstract ideas.

Assessments:

- Culminating Poetry Project, whether a film or live performance
- Journaling/Daily warm-ups
- Various poems and projects
- Oral presentations and class discussions
- Peer Mark editing on www.turnitin.com

District Approved Texts and Instructional Resources - No copies of these texts are available at this time for Clark's students. Teacher is making copies, using online sites, and pulling from personal resources to post assignments/poems to Google Classroom.

1. English, Grades 9-12 and English Literature and Composition, Grades 11 & 12
 - a. *An Introduction to Poetry*, April 21, 1998.
2. AP English Literature, Grade 12, *Fiction, Poetry, and Drama* - Eighth Edition, March 4, 2003.

Other Instructional Resources:

- Reading/Language Arts Framework for California Public Schools.
- Glendale Unified School District's English/Language Arts Instructional Guides, Grades 9-10, 11-12.
- 100 Best-Loved Poems by Philip Smith, Dover Publications, 1995.
- Sound and Sense: An Introduction to Poetry, Laurence Perrine & Thomas R. Arp, Harcourt Brace College publishers, Eighth Edition, 1992.
- Poems American Themes, William C. Bassell, Amsco School Publications, Inc., Second Edition, 1995.

Modern Poetry

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- Modern Poetry, Part I. Online Resource:
<http://www.breathitt.kyschools.us/userfiles/46/Classes/7163/UNIT5649-728.pdf>
- Poetry Foundation and Poets.org websites.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 14

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Acceptance of Grant Funding from the California Community Foundation for La Crescenta Elementary School**

The Superintendent recommends that the Board of Education accept grant funding from the California Community Foundation in the amount of \$750.00 for La Crescenta Elementary School.

The California Community Foundation is a philanthropic organization located in Los Angeles, California that partners with other non-profit organizations (donors) to provide grant funding opportunities to individuals in the Education, Health, Immigration and Housing industries, with the goal of transforming the County of Los Angeles and strengthening its communities.

School teachers in Los Angeles County can apply for a grant during the open application period to fund projects involving purchase of books, videos, and classroom software or hardware, which aim to foster creativity and critical thinking in students.

Mrs. Desirae Zuniga, second grade teacher at La Crescenta Elementary School, applied for and was awarded a \$750.00 grant to fund the purchase of chapter books for her classroom's Book Club. Grant funding will be used to purchase multiple copies of chapter book series for the students to read together in the classroom, which will encourage collaboration and enhanced comprehension by having several students reading the same book. Books will include age-appropriate materials that will encourage social emotional well-being for the students.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

Glendale Unified School District
Consent Calendar No. 14
May 17, 2022
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TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 15

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Acceptance of DonorsChoose Award for Marshall Elementary School**

The Superintendent recommends that the Board of Education accept funding from DonorsChoose in the amount of \$262.00, to support a project submitted by Marshall Elementary 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:

Marshall Elementary School – Adrineh Satchyan, Teacher

Project: Lego and More!

This project was awarded a new LEGO Brick set and a LEGO People set, both valued at \$262.00, to be used in the classroom by Ms. Satchyan's third-grade students. The 1,000-piece LEGO sets will provide a versatile method for students to create all sorts of imaginary life-like figures, objects, and buildings, all while developing fine motor skills and inspiring creativity. Ms. Satchyan's students love hands-on, active, engaging projects and challenges that allow them to think outside the box and find solutions.

Glendale Unified School District
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TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 16

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darnika Watson, Chief Human Resources and Operations Officer

PREPARED BY: Hagop Eulmessekian, Director, Student Support Services
Talin Partikian, District Teacher Specialist, PBIS, Restorative
Practices, Diversity, Equity, and Inclusion

SUBJECT: **Services Agreement with PBIS LACOE to Train GUSD
Administrators, PBIS Coaches, and Teachers during the 2022-
2023 School Year**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and PBIS LACOE in the amount of \$23,500 to provide Positive Behavior Interventions and Supports (PBIS) consultation and training to site leadership teams, site administrators, coaches, and teachers.

Beginning in 2022-2023, GUSD schools will continue formal training with LACOE PBIS. The Glendale Unified School District will contract with LACOE PBIS to provide Positive Behavior Interventions and Supports (PBIS) consultation and training to site leadership teams, site administrators, coaches, and teachers. The training will be as follows:

1. Three GUSD schools: Clark Magnet High School, Crescenta Valley High School, and Fremont Elementary School will complete their final year of formal training in Tier 2. There will be three team training days, one coach and admin training day, and three district coaches network days.
2. LACOE will provide four Technical Assistance training days, two days for administrators and coaches, and two days for PBIS coaches.
3. LACOE will provide two customized series which will be three two-hour sessions open to all GUSD teachers. It will include a Social Emotional Learning Series and Culturally Relevant Schools and Classrooms.

Summary of Training days by Category:

Strand H team days	3 days
Strand H Admin & Coach	1 day
PBIS Coach (Technical Assistance)	2 days
Site Administrator and Coach (Technical Assistance)	2 days
SEL Series	3 days
Culturally Relevant Schools Series	3 days
Total training days	14 days

The services agreement shall be in effect from July 1, 2022 through June 30, 2023. The contract with PBIS LACOE covers the cost of services for three schools at \$4,500 per school, \$4,000 for Technical Assistance, and \$6,000 for both Series a total of \$23,500.

TO SUPPORT 2021-2022 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; maintain best practices for ensuring safe and healthy learning environments; and support physical, social, and emotional wellbeing.

**LOS ANGELES COUNTY OFFICE OF EDUCATION
POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
CONSULTING AND TRAINING SERVICES
2022-2023 SCHOOL YEAR**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and GLENDALE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "LEA", mutually agree as follows:

1. BASIS OF CONTRACT

LACOE's Division of Student Support Services provides a variety of services for school districts within the County of Los Angeles. LEA has requested that LACOE provide virtual Positive Behavior Interventions and Supports (PBIS) consulting and training to District leadership teams, site administrators and coaches as specified in Exhibit A-PBIS Training Scope and Sequence and Service Option selected by the LEA. Service Options to be provided are contained in Attachment 1 and/or Attachment 2, attached hereto, incorporated herein, and made a part hereof. LEA will provide LACOE with a list of all participating schools and notify LACOE if any changes occur. LEA will register workshops via LACOE's Organization Management System (OMS). All work shall be coordinated with LACOE's project director, Melissa Neal.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and shall be in effect from July 1, 2022, through June 30, 2023. The Contract may be terminated at LACOE's convenience upon written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, revisions may be made to the Attachments. In these instances, LACOE shall issue to LEA a revised Attachment to reflect those changes which shall be signed, dated and returned by LEA.

4. COST AND PAYMENT

This Contract contains detailed costs on Attachment 1 and/or Attachment 2. LEA shall make payment to LACOE within thirty (30) days of receipt of invoice.

5. ASSIGNMENT

LEA 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.

6. INDEMNIFICATION

LEA 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, attorneys' 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 LEA from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' 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 LEA. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

7. INSURANCE

LEA and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. 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 LEA.

9. 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.

10. SEVERABILITY/WAIVER

- a. 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.
- b. 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.

11. COVENANT AGAINST CONTINGENT FEES

LEA 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 LEA 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, LEA, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. TUBERCULOSIS TESTING

LEA's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment 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.

14. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

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. FAILURE TO COMPLY

In the event LEA 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.

17. 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, 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.

18. 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. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. 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: LEA:

Contracts Section Mailing Address is LEA's District Office Los Angeles County Office of Education Attn: Assistant Superintendent/CFO 9300 Imperial Highway, ECW-157 Downey, CA 90242-2890

20. 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.

21. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits or attachments of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

22. COMPLIANCE WITH LAW

LEA shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LEA 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.

23. 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, pandemics, 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.

24. 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.

25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

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 the contract shall be read and enforced as though it were so inserted and included.

27. RECORD RETENTION AND INSPECTION

LEA 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 LEA 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.

28. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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 Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana 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 and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

29. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug- Free Workplace Policy 4020.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. 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;
- c. 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 35.2 above, of this certification; and,
- d. 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.

31. 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. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

By: By:

Terri Lyttaker
Controller

Typed or Printed Name Title:

Date: Date:

mc 2-1

ROC 02/15/22

After signature is secured and contract is executed, please return the following:

- a. Signature Page 6 (this page).**
- b. Completed and signed Attachment 1 and/or Attachment 2.**
- c. Completed Exhibit B – Contact Information**

Please send via email to: neal_melissa@lacoed.edu

EXHIBIT A – PBIS TRAINING SCOPE AND SEQUENCE

LOS ANGELES COUNTY OFFICE OF EDUCATION PBIS UNIT – REGION 11 TECHNICAL ASSISTANCE CENTER		
Tier I	Tier II	Tier III
YEAR 1 TRAINING – STRAND K	YEAR 1 TRAINING – STRAND H	YEAR 1 TRAINING – STRAND E
<p>District Leadership Team:</p> <ul style="list-style-type: none"> • Awareness Training <p>PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> • Teams Statement of Purpose • Schoolwide / Classroom Behavior Matrix • Data Action Planning <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>	<p>PBIS Site Tier II Team: 3 Sessions – TFI 2.1-2.13</p> <ul style="list-style-type: none"> • CICO Decision Rules • CICO System Build, DPR • CICO Usage Levels <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>	<p>PBIS Site Tier III Team: 3 Sessions – TFI 3.1-3.17</p> <ul style="list-style-type: none"> • Tier III Overview & ABCs of Behavior • TFI/ Coping Behavior Pathway (Continuum) • Working Brief FBA & SSP <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>
YEAR 2 TRAINING – STRAND J	YEAR 2 TRAINING – STRAND G	YEAR 2 TRAINING – STRAND D
<p>PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> • Positive & Supportive Classroom Management • Culturally Responsive Schools & Enhancing Equity • Building Family Partnerships <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>	<p>PBIS Site Tier II Team: 3 Sessions – TFI 2.1-2.13</p> <ul style="list-style-type: none"> • CICO Identifications & Layering • SAIG Progress Monitoring • ABCs / Function of Behavior, Readiness for Tier III <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>	<p>PBIS Site Tier III Team: 3 Sessions – TFI 3.1-3.17</p> <ul style="list-style-type: none"> • FBA / Behavior Intervention Plan (BIP) • Fluency of Behavior Intervention Plan • Family Group Decision Making <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>
YEAR 3 TRAINING – STRAND I	<p>Annually - \$4500 per school</p> <p>Customized Trainings by Topic</p> <ul style="list-style-type: none"> -PBIS: A Multi-Tiered System of Support -Social Emotional Learning -Trauma Informed Practices -Restorative Practices -Enhancing Equity: Challenging Implicit Bias -PBIS / Classroom Mngmt. in a Virtual World -Culturally Responsive Schools/Classrooms -CPC State Recognition Support <p>Customized Topic Events Custom Contracts Negotiable Trainings available upon request, or please visit our website at www.LACOE.edu</p>	
<p>PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> • Social Emotional Learning • Trauma Informed Care • Bullying-Behavior Prevention & Restorative Practices • Readiness for Tier II <p>Site Admin. & Coach: 1 Session - Coaching & Leadership</p> <ul style="list-style-type: none"> • Implementation Tools & Resources • Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> • Districtwide Implementation Support <p>Unlimited Consultation and Technical Assistance</p>	<p>PBIS provides a Multi-Tiered System of Support (MTSS) for school sites to organize evidence-based behavioral interventions into an integrated continuum that enhances academic, social emotional, and behavioral outcomes for all students.</p> <p style="text-align: right;">All Trainings are aligned to the SWPBIS Tiered Fidelity Inventory (TFI) version 2.1</p> <div style="text-align: center;"> </div> <p style="text-align: right; font-size: small;">Last Revised: 12-16-2021</p>	

2022–2023 PBIS Training Scope and Sequence

**LOS ANGELES COUNTY OFFICE OF EDUCATION
POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
CONSULTING AND TRAINING SERVICES
2022-2023 SCHOOL YEAR**

Services Options, Attachment 1

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

1. LEA/ORGANIZATION (please type or print):

 Glendale Unified School District

2. LACOE-ASSIGNED CONTRACT #: 22139:22:23

3. SERVICE OPTION (please select Option A or B)

Multimedia Services membership is available to LEA Members with pricing based on a per student formula by school site and is the standard academic discounted pricing as reflected on your custom quote.

A. Strands D-K Trainings and/or Technical Assistance Year:
Cost \$4,500.00 per school per year

H (type selected Training Strand D-K and/or Technical Assistance Year)

3 (type number of schools participating)

B. Customized Presentation: (A quote for customized presentation will be provided as Attachment 2.)

4. FISCAL YEAR COVERED UNDER THIS ATTACHMENT: 2022-2023

Authorized District Administrator Signature

Date

Terri Lyttaker, Controller

Date

LOS ANGELES COUNTY OFFICE OF EDUCATION
POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
CONSULTING AND TRAINING SERVICES
2022-2023 SCHOOL YEAR

Quote for Customized Presentation, Attachment

2 1. LEA/ORGANIZATION (please type or print):

Glendale Unified School District

2. LACOE-ASSIGNED CONTRACT #: 22139:22:23

3. DESCRIPTION OF TRAINING:

- **Social Emotional Learning Series 3, 2hr event**
- **Culturally Responsive Schools & Classrooms 3, 2hr event**
- **Technical Assistance**

4. BREAKDOWN OF FEES AND TOTAL COST:

\$ 3,000

\$ 3,000

\$ 4000

\$ 13,500

TOTAL AMOUNT \$ 23, 500

Authorized District Administrator Signature

Date

Terri Lyttaker, Controller

Date

MEMBER LIAISON/DISTRICT CHARTER COACH:

Please provide the name of LEA/school-site person to whom all contract-related correspondence is sent. This person is often the contract's signatory, but may be a designee.

NAME: **Talin Partikian**

TITLE: **Teacher Specialist PBIS**

PHONE: **(818) 242-6845, ext 1054**

FAX:

EMAIL: **tpartikian@gusd.net**

STREET ADDRESS: **222 E. Acacia Ave.**

CITY, STATE, ZIP: **Glendale , CA 91504**

GLENDALE UNIFIED SCHOOL DISTRICT

May 17, 2022

CONSENT CALENDAR NO. 17

TO: Board of Education
FROM: Dr. Vivian Ekchian, 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. The Gene Haas Foundation wishes to donate to the District \$18,000.00 to fund scholarships, student competition teams and programs at Clark Magnet High School.
- b. Kiwanis Club of La Canada wishes to donate to the District \$1,500.00 to provide a 2022 senior scholarship to a student at Clark Magnet High School.
- c. Academy Kentron USA Inc. wishes to donate to the District \$2,550.00 to provide funding to support Robotics Team 696 at Clark Magnet High School.
- d. W.A. and L.M. Warner wish to donate to the District \$400.00 to provide support for the FIRST Robotics Team 696 at Clark Magnet High School.
- e. Academy Kentron USA Inc. wishes to donate to the District \$2,550.00 to provide support for robotics team competition expenses at Clark Magnet High School.
- f. Capital Group wishes to donate to the District \$50.00 to provide instructional materials and supplies for the Japanese FLAG Program at Verdugo Woodlands Elementary School.
- g. Anita Gabrielian wishes to donate to the District \$500.00 to provide scholarships for Adelante Latinos.
- h. William Gallimore and Robert Crocker wish to donate to the District \$500.00 to provide scholarships for Adelante Latinos.