

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

BOARD OF EDUCATION
AGENDA

October 12, 2021
Meeting No. 7
Regular Meeting

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

BOARD OF EDUCATION MEETING NO. 7
Administration Center

October 12, 2021

“Preparing our students for their future.”

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

	Please Note Times
5:00 P.M. -	Opening, Acknowledgements and Recognitions Student Board Member Report Public Communications
	Closed Session
7:30 P.M. -	Regular Meeting Public Hearing Superintendent’s Update Information, Action, Consent Calendar, Reports

Pursuant to Executive Order N-08-21 issued by Governor Gavin Newsom on June 11, 2021, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted.

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 David Yoon Kim, a 12th grade student at Crescenta Valley High School.**

A. OPENING - continued

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. Week of the School Administrator

The second week in October is recognized as the “Week of the School Administrator.” The Board would like to recognize the important role our school administrators play in helping our students succeed

2. National Merit Scholarship Corporation Announces High School Student Semifinalists

Students in 11th grade entered the academic competition by taking the 2020 Preliminary SAT/National Merit Scholarship Qualifying Test. The nine semifinalists are Abdullah Ahmed and Matthew Keshishian from Clark Magnet High, Miriam Awan, Ellena Kim, Nathan Kim, David Yoon Kim and Seon-Jae Yoon from Crescenta Valley High, Lilly Armstrong from Glendale High and Sarine Mardirosian from Hoover High. Students will compete for a share of 7,500 scholarships worth nearly \$30 million. Winners will be announced nationally between April and July 2022.

3. PBIS Gold Award

The Board would like to recognize Hoover High School for receiving the PBIS Gold Award from the California PBIS Coalition.

C. STUDENT BOARD MEMBER REPORT

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

D. COMMUNICATIONS FROM THE PUBLIC

1. Public Communications – NOTE MODIFIED PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC

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. Pursuant to Executive Order N-08-21 issued by Governor Gavin Newsom on June 11, 2021, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted. In order to facilitate public participation at meetings, the Board will accept public communications via teleconference until further notice. If you wish to make a public comment at an upcoming meeting, please follow the instructions 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 advanced 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 accommodation.

Instructions for public communications:

1. A survey "sign up" will be posted at www.gusd.net/communication for members of the public who wish to speak on items at 4:30 p.m. on the day of the meeting (30 minutes prior to the start of the public meeting).
2. Speakers should fill in their name and select which item they wish to address the board.
3. Speakers are asked to attend the board meeting virtually through the Zoom invitation link: <https://glendaleusd.zoom.us/j/87885710110>
4. Only those who have completed the speaker sign up survey will be allowed to enter the Zoom meeting.
5. When it is time for a speaker to address the Board, their name will be called and the microphone on their Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board.
6. Speakers should rename their Zoom profile to their real name to expedite this process.
7. Speakers are requested to state their name prior to addressing the Board.
8. 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.
9. The speaker sign up survey and Zoom teleconference links will be closed following the Public Communications portion of the meeting.
10. If you wish to make a public comment and do not have access to the internet, please call the Glendale Unified Public Information Office at 818-241-3111 x1218 by 3:30 p.m. on the day of the meeting to make alternate arrangements.

E. CLOSED SESSION

1. 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**

E. CLOSED SESSION - continued

2. **Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957**
3. **Threat to Public Services or Facilities (Government Code Section §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent**

F. RETURN TO REGULAR MEETING – 7:30 P.M.

G. PUBLIC HEARING

1. Public Hearing for the Determination of Sufficient Textbooks and Instructional Materials for Fiscal Year 2021-2022, Resolution No. 6 (Refer to Action Report No. 8)

H. SUPERINTENDENT’S UPDATE

1. **Student Health and Safety**

I. INFORMATION

1. **Proposed Revisions to Board Policies Relating to Students** **12**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 5141.4 (Child Abuse Prevention and Reporting); BP 5141.52 (Suicide Prevention); BP 5142.2 (Safe Routes to School Program); BP 5145.9 (Hate-Motivated Behavior); and BP 5148 (Child Development and Child Care) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

2. **Acknowledgements of Service** **29**

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. **Resolution No. 5 – Continuing Board of Education Authority to Hold Virtual Meetings Pursuant to AB 361.** **31**

The Superintendent recommends that the Board of Education adopt Resolution No. 5 – Continuing Board of Education Authority to Hold Virtual Meetings Pursuant to AB 361.

2. **Approval of ESSER III Expenditure Plan** **34**

The Superintendent recommends that the Board of Education approve the ESSER III Expenditure Plan.

J. ACTION - continued

- 3. Approval to Renew Microsoft Software Licensing Subscription 66**
- The Superintendent recommends that the Board of Education approve the renewal of the Microsoft software licensing subscription for one year in the total amount of \$93,233.11 paid from the Restricted General Fund.
- 4. Approval of Change Order No. 1 to Bid No. 210-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School Interim Housing Project, and Notice of Completion 70**
- The Superintendent recommends that the Board of Education approve Change Order No. 1 to Bid No. 210-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing project in the amount of \$42,914.42, and a Notice of Completion, funded by Measure S funds.
- 5. Approval of Change Order No. 1 to Bid No. 211-20/21 with Chalmers Construction Services, Inc. for the Monte Vista Elementary School Interim Housing Project 73**
- The Superintendent recommends that the Board of Education approve Change Order No. 1 to Bid No. 211-20/21 with Chalmers Construction Services, Inc. for the Monte Vista Elementary School interim housing project in the amount of \$96,090.01, funded by Measure S funds.
- 6. Approval of Amendment No. 2 to Independent Consultant Agreement No. 491 with PlaceWorks for CEQA Consulting Services for the Potential Crescenta Valley High School Field Improvements Project 75**
- The Superintendent recommends that the Board of Education approve Amendment No. 2 to Independent Consultant Agreement No. 491 with PlaceWorks for CEQA consulting services for the potential Crescenta Valley High School Field Improvements project in the amount of \$1,250.00, funded by Measure S funds.
- 7. Approval of Project Authorization No. 27 with tBP Architecture for Architectural Services at the Crescenta Valley High School Field Improvements Project 85**
- The Superintendent recommends that the Board of Education approve Project Authorization No. 27 with tBP Architecture for architectural services at the Crescenta Valley High School Field Improvements project in the amount of \$521,740, funded by Measure S funds.
- 8. Resolution No. 6 – Determination of Sufficient Textbooks and Instructional Materials for Fiscal Year 2021-2022 89**
- The Superintendent recommends that the Board of Education adopt Resolution No. 6 which stipulates that each pupil in each school in the District will have sufficient textbooks or instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education and in accordance with Education Code 60119 (as revised by Chapter 704, Statutes of 2006 and California code of Regulations, Title 5, Section 9531).

J. ACTION - continued

9. Approval of Services Agreement between Glendale Unified School District and Parker-Anderson Enrichment for Muir Elementary School 93

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Parker-Anderson Enrichment in the amount of \$49,920, to be funded by the Expanded Learning Opportunities Grant, to provide after-school enrichment for students at Muir Elementary School.

10. Increase Daily Rate of Pay for Certificated Substitutes 113

The Superintendent recommends that the Board of Education approve the increase in daily rate of pay for certificated substitutes to a rate of \$200 per day for regular assignments and a rate of \$240 per day for long-term assignments.

11. Variable Term Waiver Request for Bilingual Authorization – French for the 2021-2022 School Year 114

The Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for Michele Lemaire on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

12. Revision of Contract with Hey Tutor, Inc. 115

The Superintendent recommends that the Board of Education approve the increase of a Services Agreement between Glendale Unified School District and Hey Tutor, Inc. by \$550,000 for a total amount not to exceed \$800,000 for services through December 31, 2021.

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 138

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

- a. Regular Meeting No. 6 September 28, 2021

2. Certificated Personnel Report No. 6 148

The certificated report recommends approval of the following:

Maternity leaves of absence, a change of maternity leave of absence, a parental leave of absence, a change of parental leave of absence, health leaves of absence, extension of health leaves of absence, family & medical leaves of absence, change of family & medical leaves of absence, extension of family & medical leaves of absence, additional assignments, election to management positions, change of assignments, elections, elections hourly/daily, transportation authorization - management position, revision to previous personnel reports, personal services agreement and a conference/workshop/meeting authorization.

K. CONSENT - continued

- 3. Classified Personnel Report No. 6 190**
- The classified report recommends approval of the following:
- Additional assignments; change of assignments; revisions to previous board reports; election of classified hourly substitutes; election of classified/non classified hourly substitutes; personal services agreements; and transportation authorization.
- 4. Warrants 202**
- The Superintendent recommends that the Board of Education approve Warrants totaling \$21,424,925.02 for September 1, 2021 through October 8, 2021.
- 5. Purchase Orders 208**
- The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$7,524,243.75 for the period of September 20, 2021 through October 1, 2021.
- 6. Appropriation Transfer and Budget Revision Report 229**
- Budget revisions and transfers reflect changes to existing budget appropriations necessitated by increases or decreases to previously established income and expenditure accounts. The Education Code requires Board of Education approval of all budget.
- 7. Approval of Notice of Completion for Bid No. 212-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School Interim Housing Fire Hydrant Project 236**
- The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 212-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing fire hydrant project, funded by Measure S funds.
- 8. Authorization to Dispose of Surplus Property 238**
- The Superintendent recommends that the Board of Education declare food service equipment located at La Crescenta Elementary School and Toll Middle School as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.
- 9. Agreement with Law Firm of Adams Silva & McNally LLP for Legal Services 239**
- The Superintendent recommends that the Board of Education approve an agreement with the law firm of Adams Silva & McNally LLP to provide legal services from September 1, 2021 to June 30, 2022.
- 10. Amendment to Agreement with California State Polytechnic University, Pomona 240**
- The Superintendent recommends that the Board of Education approve Amendment No. 1 to the Student Teaching and Internship Agreement between Glendale Unified School District and California State Polytechnic University, Pomona.

K. CONSENT - continued

- 11. Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation 242**
- The Superintendent recommends that the Board of Education approve the submission of the Quarterly Uniform Complaint Report Summary, as mandated under the Williams Court Case Settlement, to the Superintendent of the Los Angeles County Office of Education.
- 12. Approval of the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Wilson Middle School 244**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$21,380 for tutoring and instructional support services for students at Wilson Middle School.
- 13. Approval of the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Toll Middle School 263**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$24,000 for tutoring and instructional support services for students at Toll Middle School.
- 14. Approval of the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Jefferson Elementary School 280**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$23,400 for tutoring and instructional support services for English learner students at Jefferson Elementary School.
- 15. Approval of the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Columbus Elementary School 300**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$23,400 for tutoring and instructional support services for English learner students at Columbus Elementary School.
- 16. Approval of the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for R. D. White Elementary School 319**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$16,219 for tutoring and instructional support services for English learner students at R.D. White Elementary School.

K. CONSENT - continued

- 17. Approval of Basic Textbooks for Use in High Schools in the Area of Visual and Performing Arts 338**
- The Superintendent recommends that the Board of Education approve basic textbooks (Foundations for Superior Performance: Warm-ups and Technique for Band; and Habits of a Successful String Musician) for use in high schools in the area of Visual and Performing Arts.
- 18. Approval of New Course of Study Outlines for Use in High Schools in the Areas of English and History-Social Science 340**
- The Superintendent recommends that the Board of Education approve course of study outlines for three new courses (Mythology, Philosophy, and Women's Studies) for use in high schools in the areas of English and History-Social Science.
- 19. Approval of Contract Expansion with Fuel Education 363**
- The Superintendent recommends the additional purchase of 950 licenses from Fuel Education for a cost of approximately \$152,768 for independent study students to access online courses in grades K-5. The expanded contract covers one-year of access, which includes training, materials, and online access for students and teachers.
- 20. Appointment of Foothill SELPA Community Advisory Committee Representatives 367**
- The Superintendent recommends that the Board of Education approve Eric Edwards, Tricia Edwards, and Andrea Crissman as the Glendale Unified School District Representatives to the Foothill SELPA Community Advisory Committee (CAC) beginning October 15, 2021.
- 21. Revised Agreement Between Glendale Unified School District and Beach Cities Learning 369**
- The Superintendent recommends that the Board of Education approve the revised agreement between Glendale Unified School District and Beach Cities Learning in the amount of \$43,200 for the 2021-2022 school year.
- 22. Approval of Services Agreement between Glendale Unified School District and Armory Center for the Arts for Fremont Elementary School 374**
- The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Armory Center for the Arts in the amount of \$33,189, to be funded through a donation from the school foundation, to provide art instruction for the students at Fremont Elementary School.
- 23. Approval for Renewal of Public Performance District License with Swank Movie Licensing USA 393**
- The Superintendent recommends that the Board of Education approve the renewal of public performance District license with Swank Movie Licensing USA in the amount of \$17,487 for the period of November 16, 2021, to November 15, 2022.

K. CONSENT - continued

24. Acceptance of Gifts

395

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

L. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

M. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer
Hagop Eulmessekian, Director, Student Support Services
Jay Schwartz, Director, Child Development and Child Care

SUBJECT: **Proposed Revisions to Board Policies Relating to Students**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 5141.4 (Child Abuse Prevention and Reporting); BP 5141.52 (Suicide Prevention); BP 5142.2 (Safe Routes to School Program); BP 5145.9 (Hate-Motivated Behavior); and BP 5148 (Child Care and Development) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 5141.4 - Child Abuse Prevention and Reporting

CSBA Update June 2021
Last GUSD Update: February 2018

Staff recommends that the Board update Board Policy (BP) 5141.4 to:

- Clarify that districts are not required, but are authorized, to include age-appropriate and culturally sensitive child abuse prevention curriculum in the instructional program.
- Add material regarding displaying posters on campus notifying students of the appropriate telephone number to call to report child abuse or neglect.
- Include the requirement for student identification cards for students in grades 7-12 to include the National Domestic Hotline telephone number.
- Clarify that the training regarding duties of mandated reporters be according to law and administrative regulation.

BP 5141.52 – Suicide Prevention

CSBA Update: June 2021
Last GUSD Update: May 2020

Staff recommends the Board update the policy to expand material regarding stakeholder engagement and best practices for suicide prevention, intervention, and postvention, and for consistency with CDE's Model Youth Suicide Prevention Policy. This includes:

- An enhanced list of participants for staff development.
- The importance of resiliency skills to student instruction.
- The review of materials and resources for alignment with safe and effective messaging.
- Information to be provided to parents/guardians and caregivers.
- The establishment of district and/or school site crisis intervention team(s).

The proposed revision to the policy also clarifies that the policy may be reviewed more frequently than the five-year review requirement of law, and that district data pertaining to reports of suicidal ideation, attempts, or death and data that reflect school climate be periodically reviewed to aid in program development.

BP 5142.2 - Safe Routes to School Program

CSBA Update: June 2021
Last GUSD Update: October 2018

Staff is recommending that BP 5142.2 be updated to reflect new policies regarding the Safe Routes to School Program. Updating the BP will clarify potential liability issues and add materials regarding equitable access and opportunity to participate in the District's safe routes to school program.

BP 5145.9 - Hate-Motivated Behavior

CSBA Update: June 2021
Last GUSD Update: July 2018

Staff recommends the Board update Board Policy 5145.9 to bolster the Board's commitment to providing a respectful, inclusive, and safe learning environment, including:

- Adding a definition of hate-motivated behavior which incorporates a list of characteristics which may motivate prohibited behavior.
- Reflecting the importance of celebrating diversity.
- Enhancing the list of topics for student instruction and staff development.
- Adding material regarding regularly occurring staff training.
- Including student and staff discipline for engaging in hate-motivated behavior.

The revised policy is also updated to include the requirement to post the policy in a prominent location on the District's website and add that, in addition to other staff listed, complaints may be reported to the District's compliance officer.

BP 5148 Child Care and Development

CSBA Update: June 2021
Last GUSD Update: March 2016

Revisions to this policy include:

- Revising to reflect the transfer of responsibility for the state administration of child care programs from the California Department of Education (CDE) to the California Department of Social Services (CDSS).
- Revising to reflect the priority for enrollment in childcare programs, which includes subsidy eligible families, then district students, children of district students, and children of district employees.
- Revising to remove language regarding self-supporting programs.
- Updating to reflect current legal references, to correct minor grammatical and spacing errors, and to remove identical or nearly identical sections.

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 November 2, 2021, 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.

Students - Welfare

Child Abuse Prevention and Reporting

The Board of Education is committed to supporting the safety and well-being of District students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The District's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The District's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the District's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the District and/or school comprehensive safety plan. (Education Code 32282)

Students - Welfare

Child Abuse Prevention and Reporting

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Legal Reference: Education Code, Sections 32280- ~~32288~~ 32289; 33195; 33308.1; 44252;
44691; 44807; 48906; 48987; 49001; 51220.5; 52900.6
Penal Code, Sections 152.3; 273a; 288; 11164-11174.3
Welfare and Institutions Code, Sections 15630-15637
Code of Regulations, Title 5, Section 4650
United States Code, Title 42, Section 11434a
Court Decisions: Camreta v. Greene (2011) 131 S. Ct. 2020

Policy Adopted: 06/04/1985

Policy Amended: 05/21/1996; 01/14/2003; 02/20/2018; --/--/2021

Formerly BP 5430

Students

Suicide Prevention

The Board of Education recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and ~~that~~ school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, ~~and its impact on students and families~~, and other trauma associated with suicide, the Superintendent or designee shall develop measures, ~~and strategies~~, practices, and supports for suicide prevention, intervention, and postvention.

In developing ~~measures and strategies~~ policy and procedures for suicide prevention, ~~and intervention, and postvention~~, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

~~The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)~~

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and other District employees who interact with students, ~~as described in the accompanying administrative regulation including~~, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors and volunteers.
2. Instruction to students in problem-solving, ~~and coping~~, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others. As a result of this instruction, students should know how to access school-based and community prevention and intervention resources and supports.
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students.
4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide.

Students

Suicide Prevention

- 4.5. The provision of information to parents/guardians and caregivers regarding risk and protective factors and warning signs of suicide, the severity of the suicide problem among youth, the District's suicide prevention curriculum, the District's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis.
- 5.6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.
- 6.7. Crisis intervention procedures for addressing suicide threats or attempts.
- 7.8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide.
9. Establishment of District and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other District practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license.

Students

Suicide Prevention

Nothing in this policy shall be construed as authorizing or encouraging District employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every ~~three~~ five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review District data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the District's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference: Education Code, Sections 215; 215.5; 216; 234.6; 32280-32289.5; 49060-49079; 49602; 49604
 Government Code, Sections 810-996.6
 Penal Code, Sections 11164-11174.3
 Welfare and Institutions Code, Sections 5698; 5850-5883
 Court Decisions: Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Policy Adopted: 08/15/2017

Policy Revised: 02/19/2019; 05/19/2020; --/--/2021

Students

Safe Routes to School Program

The Board of Education recognizes that walking, bicycling, and other forms of active transport to school promote students' physical activity and reduce vehicle traffic and air pollution in the vicinity of schools. As part of the District's coordinated approach to supporting student wellness and safety and enhancing student learning, the Superintendent or designee shall develop and implement strategies to establish and promote safe routes to school program activities.

All students shall have equitable access and opportunity to participate in the District's safe routes to school program.

The Superintendent or designee may identify a program coordinator or establish District and/or school site committees to oversee and coordinate related activities.

The Superintendent or designee may collaborate with local public works and public safety departments, transportation agencies, other city and county agencies, school staff, students, parents/guardians and parent organizations, health organizations, community organizations, and/or businesses in the development, implementation, and evaluation of strategies.

Strategies in support of the safe routes to school program shall be based on the grade levels of the students and an assessment of the conditions and needs of each school and the surrounding neighborhoods.

The Superintendent or designee shall explore the availability of grant funds and other sources of funding to support related projects and activities.

The Superintendent or designee shall periodically report to the Board on the implementation of program activities and progress toward program goals. Such reports may include, but not be limited to, levels of participation in promotional and educational activities, survey results of parent/guardian attitudes about allowing their child to walk or bicycle to school, tallies of the numbers of students using various modes of travel to and from school and how these numbers have changed over time, records of student attendance and on-time arrival, and injury data within the school and/or District attendance boundaries.

Legal Reference: Education Code, Sections 32283; 45450-45451
 Government Code, Section 65352.2
 Streets and Highways Code, Section 2333.5
 Vehicle Code, Sections 21200-21212; 21212; 21949-21971
 United States Code, Title 23, Section 148
 United States Code, Title 42, Section 1758b

Students

Safe Routes to School Program

Policy Adopted: 10/16/2018

Policy Amended: --/--/2021

Students - Welfare

Hate-Motivated Behavior

The Board of Education is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or whole by bias or a person's hostility towards another person's the victim's real or perceived race, color, ancestry, nationality, ethnicity, national origin, immigrant status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medication condition, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of ensuring an efficient use of District and community resources, developing effective prevention strategies and response plans, providing provision of assistance to students affected by hate-motivated behavior, and/or educating education of students who have perpetrated hate-motivated acts.

The District shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning.
2. Promotes the an understanding, awareness, appreciation, of and respect for human rights, diversity, and acceptance in a multicultural society.
3. Explains the harm and dangers of explicit and implicit biases.
4. Discourages discriminatory attitudes and practices.
5. Provides strategies to manage conflicts constructively.

Students - Welfare

Hate-Motivated Behavior

As necessary, the District shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

~~The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.~~

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion.
2. Discourages the development of discriminatory attitudes and practices.
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods.
4. Supports the prevention, recognition, and response to hate-motivated behavior.
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior.
6. Includes effective enforcement of ~~on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.~~

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the District's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints Process

~~A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.~~

Students - Welfare

Hate-Motivated Behavior

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the ~~Principal~~ or the compliance officer responsible for conducting the District's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, the District's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Legal Reference: Education Code, Sections 200-262.4; 32282; 48900.3; 48900.4
Penal Code, Sections 422.55; 422.6
Code of Regulations, Title 5, Sections 4600-4670; 4900-4965
Code of Regulations, Title 28, Section 35.107
Code of Regulations, Title 34, Sections 100.3; 104.7; 106.8; 110.25

Policy Adopted: 01/14/2003

Policy Amended: 10/17/2017; 07/17/2018; ---/---/2021

Students Welfare

Child Care and Development Programs

The Board of Education recognizes that ~~Early Education and Extended Learning Programs (EEELP)~~ child development and child care programs are a necessity for many families in the Glendale Unified School District. The Board shall provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community. The programs shall be consistent with and support the District's regular education program.

The Board shall enter into a contract with the California Department of ~~Education (CDE)~~ Social Services (CDSS) for the provision of child care and development services by the District.

The Superintendent or designee shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and inform parents/guardians about child care options.

The Board shall approve, for the District's child care and development programs, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and ~~Administrative Regulation 5148~~ the accompanying administrative regulation. (5 CCR 18271)

A. Eligibility and Enrollment

~~A~~ Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include: criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to District students, children of District students, and children of District employees.

Students Welfare

Child Care and Development Programs

~~1. State and Federal Subsidized Programs~~

~~Wherever permitted by the State Department of Education Child Development Division, the Glendale Unified School District Early Education and Extended Learning Programs shall be operated under the provisions of the Education Code, with funding provided through state and federal apportionment and parent fees as determined by the state fee schedule.~~

~~The Superintendent or designee shall ensure that subsidized child development is provided to eligible families to the extent that state and/or federal funding is available, and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106. In addition to priorities for subsidized programs, priority shall be given to District students, children of District students, and children of District employees. To the extent that space is available, the Superintendent or designee may allow children residing outside the District to enroll in the District's preschool program.~~

~~2. Self-Supporting Programs~~

~~Self-Supporting programs may be operated at various District locations and shall be operated under provisions of the Education Code community services sections when state funding is not available. Fees will be established by the Board of Education to cover all costs of operation of the programs.~~

B. Staffing

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

C. Facilities

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing District facilities that have capacity.
2. Renovation or improvement of District facilities to make them suitable for such

Students Welfare

Child Care and Development Programs

services.

3. Purchase of relocatable child care facilities.
4. Inclusion of child care facilities in any new construction.
5. Agreement with a public agency or community organization for the use of community facilities.

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

D. Complaints

For a licensed child care center, any complaint alleging health and safety violations shall be referred to the California Department of Social Services. (5 CCR 4611)

For a license-exempt facility, such complaints shall be referred to the appropriate District administrator.

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the District's procedures in BP/AR 1312.3 – Uniform Complaint Procedures.

E. Program Evaluation

The Superintendent or designee shall annually conduct an evaluation of the District's child care and development services in accordance with state requirements. The evaluation report shall be ~~submitted to the Board and the CDE along with~~ used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

Legal Reference: Education Code, Sections 8200-8499.10; 8200-8209; 8210-8216; 8220-8226; 8230-8233; 8235-8239; 8240-8244; 8250-8252; 8263; 8263.3; 8263.4; 8273-8273.3; 8278.3; 8360-8370; 8400-8409; 8482-8484.65; 8484.7-8484.8; 8493-8498; 8499-8499.7; 49540-49546; 49570; 56244
Health and Safety Code, Sections 1596.70-1596.895; 1596.90-1597.21;

Students Welfare

Child Care and Development Programs

120325-120380

Code of Regulations, Title 5, Sections 4610-4687; 18000-18434; 18012-18122; 18180-18192; 18201-18213; 18220-18231; 18240-18248; 18270-18281; 18290-18292; 18295; 18300-18308; 80105-80125

Code of Regulations, Title 22, Sections 10151-101239.2; ~~101151-101163~~; 101212-101231; 101237-101239.2

United States Code, Title 42, Sections 1751-1769j; 9831-9852; 9858-9858q

Code of Federal Regulations, Title 7, Sections 210.1-210.31

Code of Federal Regulations, Title 45, Sections 98.2-98.93

CBS Inc v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892

Policy Adopted: 08/13/1956

Policy Amended: 06/15/1959; 12/21/1965; 08/07/1984; 07/02/1985; 12/06/1994; 01/14/2003; 9/03/2013; 03/15/2016; --/--/2021

Formerly BP 6630

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

INFORMATION REPORT 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: 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. Chilgevorgian, Manik Effective 9/27/21
Cafeteria Worker I
Glendale High School
2. Haroian, Revlin Effective 9/03/21
Typist Clerk II
Toll Middle School
3. Jimenez, Maria Effective 10/01/21
Administrative Secretary
Marshall Elementary School
4. Quintanilla, Dolores Effective 7/01/21
Education Assistant I
Marshall Elementary School
5. Williams, Kamilah Effective 10/01/21
Assistant Director, Nutrition Services
Nutrition Services Department

Retirements:

- | | | |
|----|---|---|
| 1. | Marsh, Walter A.
Counselor
Wilson Middle School | Effective 11/01/21
30 years, 8 months of service |
|----|---|---|

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Superintendent's Office

SUBJECT: Resolution No. 5 – **Continuing Board of Education Authority to Hold Virtual Meetings Pursuant to AB 361**

The Superintendent recommends that the Board of Education adopt Resolution No. 5 – Continuing Board of Education Authority to Hold Virtual Meetings Pursuant to AB 361.

On September 28, 2021, Information Report No. 1 provided the Board of Education an opportunity to discuss the possibility of reopening the Board meetings to the public or continuing with virtual meetings pursuant to AB 361. Additionally, in accordance with Executive Order (EO) N-15-21, the Board of Education was asked to vote (Action Report No. 7) to determine, as a result of the continuing pandemic, meeting in person would present imminent risks to the health or safety of attendees. The Board voted unanimously (5-0) that meeting in person would present imminent risks to the health or safety of attendees. Resolution No. 5 reaffirms the Board's decision on September 28, 2021.

Background

On March 4, 2020, Governor Newsom proclaimed a State of Emergency because of the threat of COVID-19.

On March 17, 2020, Governor Newsom issued EO N-29-20 allowing local or state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically without violating the open meeting laws found in the Brown Act.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, extending public agencies to hold teleconference meetings until September 30, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 into law, effective immediately. The Bill amends the Ralph M. Brown Act to include new authorization for remote meetings, including remote public comment, for all local agencies. The new authorization, which largely extends the provisions of the Governor's Executive Order N-29-20 (signed March 17, 2020), is effective until January 1, 2024

**GLENDALÉ UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 5**

**CONTINUING BOARD OF EDUCATION AUTHORITY TO HOLD VIRTUAL
MEETINGS PURSUANT TO ASSEMBLY BILL 361**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to virtual/teleconference meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual/teleconference meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 has several requirements to make sure that the public is able to virtually attend and make public comments during virtual/teleconference Board meetings, including:

- The Board must provide notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The Board cannot take further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored;
- Prohibiting the Board from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time;
- Prohibiting the Board from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, when there is a continuing state of emergency, and when state or local officials have imposed or recommended measures to promote social distancing, or the ability of members to meet safely in person is impacted, AB 361 requires a legislative body to make specified findings not later than 30 days after the first virtual/teleconference meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under AB 361's abbreviated virtual/teleconferencing procedures; and

WHEREAS, in light of the continuing State and local declarations of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County public health officials of measures to promote social distancing, and the imminent risks to the health and safety of attendees at meetings conducted in person, the Board of Education desires to make the findings required by AB 361 to allow the Board of Education to continue to meet under AB 361's abbreviated virtual/teleconferencing procedures.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Glendale Unified School District finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED that the Board of Education of the Glendale Unified School District has considered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:

1. COVID-19 continues to directly impact the ability of the members of the Board of Education, staff, and community members to meet safely in person and would present imminent risks to their health and safety.
2. The State of California and the Los Angeles County Department of Public Health continue to impose or recommend measures to promote social distancing.

As a result of the findings, the Board of Education is authorized to conduct meetings under AB 361's abbreviated virtual/teleconference procedures, without complying with the requirements set forth in Government Code section 54953(b)(3), subject to compliance with the requirements set forth in Government Code section 54953(e)(2).

This Resolution shall become effective immediately, but directs staff to agendize this report within 30 days for the Board of Education to reconsider the circumstances of the state of emergency and findings of Sections 1 and 2.

PASSED AND ADOPTED by the Board of Education of Glendale Unified School District, this 12th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Shant Sahakian, President
Board of Education

Gregory S. Krikorian, Clerk
Board of Education

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer
Dr. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: Approval of ESSER III Expenditure Plan

The Superintendent recommends that the Board of Education approve the ESSER III Expenditure Plan.

The Board of Education, at its meeting on September 28, 2021, reviewed an information item regarding the process followed for developing the ESSER III Expenditure Plan. The Plan addresses the instructional strategies the District will implement to meet student needs and continue to provide safe in-person learning. The final plan is now submitted for Board approval. However, because the spending timeline goes through September 30, 2024, it should be expected that the plan may go through revisions as the needs and costs related to the COVID-19 pandemic continue to change.

As part of the federal American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021, local education agencies (LEAs) must complete a Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

The Plan requires that the District describe how they will use ESSER III funds to address academic, social emotional, and mental health needs of the students. These one-time funds are available to Local Educational Agencies (LEAs) through September 30, 2024. On or before October 29, 2021, the governing board of an LEA receiving funds must adopt, at a public meeting, a plan describing the LEA's process meeting the opportunity gaps that existed before and were exacerbated by the COVID-19 pandemic. Glendale Unified has been allocated \$46,552,069 in funding from this grant.

In developing the plan, the District has the flexibility to include community input and actions included in other planning documents, such as the Local Control and

Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan.

Grant funds may be used for:

- Strategies for Continuous and Safe In-Person Learning = \$12,000,000
Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Addressing the Impact of Lost Instructional Time = \$9,310,414
Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs. At least 20 percent of the ESSER III funds to address the academic impact of lost instructional time.
- Use of Any Remaining Funds = \$25,241,655
Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses.

As part of planning the new Local Control and Accountability Plan (LCAP), the District has engaged stakeholders in a variety of ways throughout the school year. Multiple meetings were held and surveys administered to solicit input on addressing student needs. The meetings included, but were not limited to, Districtwide LCAP Stakeholder Meetings; Superintendent's Parent Advisory Committee (SPAC); District PTA; District English Learner Advisory Committee (DELAC); parent/guardian forums at schools; student voice panels; school and District administrator meetings; meetings with the bargaining units; SELPA; Board Meetings and Town Halls. The feedback from these forums continue to support the development of the Expanded Learning Opportunity (ELO) Grant, the Local Control Accountability Plan (LCAP), and the ESSER III Expenditure Plan.

To address the areas of identified needs, the District ESSER III Expenditure Plan will provide a combination of District and school services. The District services will include expanded instructional time opportunities during summer, and to support acceleration and early literacy. Funds will be allocated to schools to address school specific needs, focusing on addressing academic achievement and mental health services. Furthermore,

funds will be utilized to ensure that the District continues to meet the health and safety guidelines.

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.

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Glendale Unified School District	Dr. Vivian Ekchian, Superintendent	vekchian@gusd.net 818-241-3111

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Expanded Learning Opportunities (ELO)	https://www.gusd.net/ELOPlan
Local Control Accountability Plan (LCAP)	www.gusd.net/LCAPOverview

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$46,552,069

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$12,000,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$9,310,414
Use of Any Remaining Funds	\$25,241,655

Total ESSER III funds included in this plan

\$46,552,069

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Gathering community input for planning districtwide programs continues to be of paramount importance to Glendale Unified School District. During the past two years and throughout the pandemic the District has been actively engaging the community to gather input and feedback on programs and services that have informed the development of the plans, including the Learning Continuity Plan (LCP), Local Control Accountability Plan (LCAP), the Expanded Learning Opportunity (ELO) plan, and the ESSER III Expenditure Plan. The process of gathering community feedback which began during the 2019-2020 school year included the following seven formats to solicit parent, student, and family voices:

1. Superintendent’s Parent Advisory Committee Meetings
2. Student Voice Panels

3. LCAP Meetings – highlighting specific LCAP priorities
4. District English Language Advisory Committee (DELAC) Meetings
5. Parent/Guardian Forums – at each individual school site
6. Board of Education Meetings and Town Hall Meetings
7. Community Surveys

1. Superintendent's Parent Advisory Committee (SPAC) and Glendale Council PTA Meetings

The Superintendent's Parent Advisory Committee was formed in Fall 2019. Principals were asked to nominate 2-4 parent/guardian leaders from their school to encourage new and diverse voices. SPAC meetings were held in both the morning and evening to allow for maximum parent participation.

After a preliminary meeting on September 24, 2019, the SPAC members decided to work in small groups focusing on three themes: College and Career Readiness, Inclusion/PBIS/Restorative Practices, Budget. The small groups explored these themes in depth, examined data, and provided input directly to the Superintendent and presented their sub-group's recommendations at school Board meetings.

SPAC 2019-2020 Meeting Dates: September 24, 2019 (AM and PM), October 29, 2019 (AM), November 4, 2019 (PM), December 12, 2019 (AM and PM), February 5, 2020 (AM and PM), March 4, 2020 (AM and PM), April 1, 2020 (held virtually), May 6, 2020 (held virtually).

In 2020-2021, 10 SPAC meetings were held monthly the first Thursday of every month and were conducted virtually. Additionally, District PTA leaders from each school met monthly with the Superintendent to provide their feedback on District and school programs and services. A draft of the LCP was presented at a joint meeting of the Superintendent's Parent Advisory Committee (SPAC) and Glendale Council PTA meeting with site-level PTA presidents on August 28, 2020. Questions received from these advisory committee meetings were responded to in writing by Superintendent Ekchian and posted on the District's website prior to the CDE adoption of the 2020 LCP.

On May 6, 2021, staff presented to the SPAC an outline of the local control funding formula, State priorities, GUSD Board priorities, dashboard indicators/metrics, the draft of the new LCAP, and recommendations for the ELO grant. All in attendance had the opportunity to ask questions, and a feedback form was shared and posted on the District website to solicit questions and input on the draft. All questions were answered in writing by the Superintendent and posted on the GUSD website, in accordance with LCAP regulations. Staff held a similar community input meeting with Glendale Council PTA on May 7, 2021.

2. Student Voice Panels

In 2019-2020 and 2020-2021, five Student Voice Panels were conducted at each of the District high schools:

Crescenta Valley High School	October 29, 2019
Glendale High School	January 21, 2020
Hoover High School	March 24, 2020 (Virtual)
Hoover High School	October 20, 2020 (Virtual)
Clark Magnet High School	February 23, 2021(Virtual)

The District's Student Advisory Council (SAC) selected the students from each high school and determined the topics and questions for each forum. Diverse groups of high school students raised questions and shared their perspectives on issues that were important to them. Board Members asked clarifying questions and got feedback directly from students. Topics over the past two years have included themes such as: creating a sense of belonging; building school spirit; fostering stronger communication; improving attendance; race and equity; and school safety.

Student Voice Panels promote leadership, advocacy, civic engagement, and provide students a voice in creating positive change throughout the District.

3. LCAP Community Meetings

LCAP community meetings include members from the bargaining units and SELPA, and address each LCAP priority. In 2019-2020, the meetings were held at the District Office and in 2020-2021, the meetings were held virtually and were live streamed to capture a wider home audience. District interpreters were in attendance to provide translation in Armenian, Korean, and Spanish, as needed.

December 2, 2019 – Student Achievement

January 13, 2020 – School Safety/Social Emotional Learning

March 2, 2020 – Budget

December 7, 2020 – Academic Achievement

January 25, 2021 – Health, Safety and Social Emotional Wellness

March 1, 2021 – Budget

May 17, 2021 – Presentation of LCAP Draft

On May 17, 2021 staff presented an outline of the local control funding formula, State priorities, GUSD Board priorities, dashboard indicators/metrics, and the draft of the new LCAP. All in attendance had the opportunity to ask questions, and a feedback form was shared and posted on the District website to solicit questions and input on the draft. All questions were answered in writing by the Superintendent and posted on the GUSD website, in accordance with LCAP regulations.

4. District DELAC Meetings

The purpose of DELAC is to solicit input from parents/guardians and advise the Board of Education on programs and services for English learners. District interpreters were in attendance to provide translation in Armenian, Korean, and Spanish, as needed.

In 2019-2020, DELAC meetings were initially held at the District Office and transitioned to virtual settings as of May 2020:

October 14, 2019	October 14, 2020
December 9, 2019	December 3, 2020
January 27, 2020	February 4, 2021
March 3, 2020	March 8, 2021
May 18, 2020	May 10, 2021

On May 10, 2021, staff presented an outline of the local control funding formula, State priorities, GUSD Board priorities, dashboard indicators/metrics, the draft of the new LCAP, and recommendations for the ELO grant. All in attendance had the opportunity to ask questions, and a feedback form was shared and posted on the District website to solicit questions and input on the draft. All questions were answered in writing by the Superintendent and posted on the GUSD website, in accordance with LCAP regulations.

5. LCAP Parent Forums at each School Site

In 2019-2020, members of the Superintendent's Cabinet and Educational Services teams each selected two schools to visit between December 2019 and March 2020, to increase parent feedback for the LCAP. Team members worked with site principals to determine the best date to visit, based on which school meeting would attract the largest and most diverse audience (e.g. PTA, SSC, ELAC, or Coffee w/ Principal). An interactive activity guide was developed to provide uniformity in gathering parent/guardian input. District interpreters were in attendance to provide translation in Armenian, Korean, and Spanish, as needed.

Due to this new format, parent participation increased by threefold from 51 parents in 2018-2019, to 146 parents in 2019-2020. This added individualized activity was well-received by site principals and parents and provided a wealth of feedback in the initial planning process.

6. Board of Education Meetings and Town Hall Meetings

Details for speaking virtually or in person at Board meetings and town hall events are posted on the GUSD website, disseminated through the GUSD App, and through social media providing opportunities for all community members to speak or comment. Board meetings are televised on local Channel 15 and livestreamed and archived on the GUSD website. GUSD's LCP was presented to the District's governing board at a public hearing during a regularly scheduled Board meeting held on September 1, 2020. The agenda for the public hearing was posted 72 hours prior to the Board meeting.

Two town hall meetings were held on July 8, 2020, to solicit input on distance learning and safety protocols for the 2020-2021 school year. Hundreds of parents and teachers spoke and the meetings were livestreamed. Information was provided through the Public Information Office on how to give comments and District interpreters were in attendance to provide translation in Armenian, Korean, and Spanish, as needed.

Responses from town hall/school Board meetings, and parent advisory groups included the desire for a more consistent instructional schedule that included more synchronous instructional time with classroom teachers, as well as regular office hours. This feedback was consistent across elementary and secondary schools and resulted in modifications to the 2020-2021 distance learning instructional schedule.

Presentations on the LCAP goals and the budget are made at Board Meetings where the community has the opportunity to learn more and provide input through the shared electronic feedback form.

7. Community Surveys

Parent, student, and teacher surveys were used throughout the 2019-2020 and 2020-2021 school years to solicit feedback on instructional schedules in elementary and secondary levels. The results of student, staff and parent surveys were carefully analyzed and used to assist in the development of the Learning Continuity and Attendance Plan, the Local Control Accountability Plan, the Expanded Learning Opportunity grant plan, and the ESSER III Expenditure plan.

At the end of the 2019-2020 school year, multiple surveys were developed specifically for parents/guardians, teachers/staff, and students to gather information on students' remote learning experience initiated by COVID-19. The goal was to better understand their experiences and use the data to make improvements. In all, 5,700 parents completed the survey from May 18–29, 2020, accounting for 19,022 households in Glendale Unified for a completion percentage of 30%. All grades and schools were represented in the survey results. The breakdown of respondents in each language survey is as follows – English: 5,423; Armenian: 83; Korean: 127; Spanish: 67. The responses were broken down by levels – Elementary: 3,843; Middle: 859; and High: 998. Parent survey results indicated that remote learning had been effective for many students but the experience varied throughout schools and classrooms: 42% of parents said students made adequate progress in their learning during remote instruction; 30% indicated they received communication from teachers every day; 36% of parents said students had opportunities to socially interact with others; 58% of parents said that the amount of work students received was “just right;” and 69% of parents said students felt safe when videoconferencing. GUSD utilized these results in designing the fall distance learning instructional schedules, and designing professional development and instructional resources for teachers to support student’s academic success and well-being.

Staff surveys included responses from 1,204 certificated and 1,181 classified staff members and solicited input on best practices to inform planning for distance learning. A staff survey to gather feedback on desired instruction and professional development was also developed and received 813 responses. Teachers listed the specific instructional technology programs that would be most beneficial for distance learning in the Fall, as well as, which programs they would need additional training and support. The District developed a comprehensive professional development plan that all teachers participated in on August 18 and 19, 2020. Based on results from the teacher surveys specifically, the District created 54 professional development sessions during the week of August 10-14, 2020, with more than 6,000 participants registered. to best support the areas of needed training teachers indicated on the survey. A student survey gathered information on students' remote learning experiences during Spring 2020. The student survey was designed to gather information on the types of learning students experienced and the supports needed to effectively participate in distance learning. The intent of the survey was to better understand community experiences and utilize the survey results to further improve distance learning experiences for Fall 2020. A total of 3,932 students in grades 4 – 12 completed the survey. The District’s student survey results indicated that 23% of students agreed or strongly agreed that they “learned as much each day as I did when we were in school.” Accordingly, 30% of students agreed or strongly agreed that they “had opportunities to talk to other students during remote learning.” Moreover, 57% of students agreed or strongly agreed that they “felt safe in video conferencing through platforms such as Zoom, Google Meets, etc.”

In addition to the previously mentioned formats to solicit input, the Superintendent and District leadership met weekly with principal in level-alike meetings and monthly with the group as a whole. On January 21, 2021, District leadership and site principals discussed top priorities for the 2021 LCAP. The annual LCAP self-reflection tool was administered to principals in April 2021. At the April 28, 2021 Principals’ Meeting, Assembly Bill (AB) 86 (Expanded Learning Opportunities grant) and draft LCAP goals were presented to solicit input from District administrators and site principals. Some of the priorities from the input from principals included: targeting the essential standards, differentiated small group instruction, block scheduling (secondary), blended learning, social-emotional support, and using data to drive instruction.

Furthermore, in 2020-21, Glendale Unified launched a Working Group to Ensure Culturally Relevant and Responsive Education, made up of students, teachers, school and district administrators and staff, parents/guardians, and community members. The CRRE Working Group focused on five key areas: eliminating bias in curricula and instructional materials, actively recruiting a more diverse workforce and providing professional development to ensure culturally competent, anti-biased leadership, analyzing student discipline data and continuing the use of Restorative Practices to build community, engaging students and families, and connecting with community partners to proactively develop inclusive school communities. CRRE Working Group committee members utilizing the Theory of Change tool and process examined the five key areas and made recommendations to inform the District's plan and vision of ensuring a culturally relevant and responsive education.

Staff presented an outline of the local control funding formula, State priorities, GUSD Board priorities, dashboard indicators/metrics, the draft of the new LCAP, and recommendations for the ELO grant to SPAC on 5/7/21, DELAC on 5/10/21, and at the LCAP community meeting (including the members of the bargaining units) on 5/17/21. Input and questions were solicited from participants during all meetings and surveys, as well as input and questions from GUSD's local SELPA. All in attendance had the opportunity to ask questions, and a feedback form was shared and posted on the District website to solicit questions and input on the draft from all community members. All questions were answered in writing by the Superintendent and posted on the GUSD website, in accordance with LCAP regulations.

The individual LCAP parent forums, as outlined above, provided a wealth of feedback in the initial planning process. Before the pandemic and school closures occurred, a total of 24 site meetings were held before school closures to gather feedback: Parent Input Forums (<https://tinyurl.com/2hu9mjhd>). Meetings that were held virtually after school closures do not have charts.

Parent, student, and teacher surveys were used throughout the 2019-20 and 2020-21 school years to guide and provide feedback on instructional schedules in elementary and secondary. The Superintendent's Parent Advisory Council (SPAC) meetings were held monthly during the 19-20 and 20-21 school years which provided parents immediate access to the superintendent to ask direct questions, share ideas, and give feedback. Additionally, district PTA leaders from each school met monthly with the superintendent to give feedback. DELAC meetings continued to be held in person and virtually after school closures.

After school closures occurred in March 2020, GUSD continued to have a robust campaign to gather community input. At the end of the 2019-2020 school year, an extensive effort to seek community feedback on the remote learning experience was embarked upon. Multiple surveys were developed specifically for parents/guardians, teachers/staff (including both GTA and CSEA bargaining units), and students. Additionally, during the months of May and June 2020, the Superintendent held regular meetings with parents and sought feedback from the Superintendent's Parent Advisory Council (SPAC), District PTA leadership and site PTA Presidents, and

the District English Learners Advisory Committee (DELAC). In addition, two Town Hall Meetings were held on July 8, 2020 (11am and 5:30pm). Hundreds of parents and teachers spoke at both televised town hall meetings to provide input on whether or not to continue with distance learning in the fall. Information was provided through the Public Information Office on how to give comments and translations in Armenian, Korean, and Spanish were provided. Details for speaking virtually or in person at board meetings and town hall events were clearly posted on the GUSD website and disseminated through the GUSD App and social media providing opportunities for all community members to speak or comment. Board meetings were televised on local Channel 15. Additionally, a reminder phone call and an email with this information was sent to all community members. The Learning Continuity and Attendance Plan (LCP) was adopted by the governing board at a regularly scheduled board meeting held on September 15, 2020. Links to join the virtual board meetings via zoom, and instructions for providing public communication, were posted on the GUSD website at www.gusd.net/ReturnToSchool.

The GUSD developed a parent survey to gather information on students' remote learning experience initiated by COVID-19. Town Hall Meetings were designed to gather information on student learning experiences and the support they received during remote learning. The goal was to better understand their experiences and use the data to make improvements. In all, 5,700 parents completed the survey from May 18–29, 2020 from the 19,022 households in Glendale Unified for a completion percentage of 30%. All grades and schools were represented in the survey results and 24% of respondents were dual immersion parents. The survey was available in four languages. The breakdown of respondents in each language survey is as follows: English: 5,423, Armenian: 83, Korean: 127, and Spanish: 67. The responses were broken down by levels: Elementary: 3,843, Middle: 859, and High: 998. Parent survey results indicated that remote learning had been effective for many students but the experience varied throughout schools and classrooms: 42% of parents said students made adequate progress in their learning during remote instruction, 30% indicated they received communication from teachers every day, 36% of parents said students had opportunities to socially interact with others, 58% of parents said that the amount of work students received is “just right”, and 69% of parents said students feel safe when videoconferencing. The GUSD utilized these results in designing the fall distance learning instructional schedules and in designing professional development and instructional resources for teachers to support student's academic success and well-being during distance learning in the fall. As mentioned above survey data was critical to gather information and feedback. A detailed analysis of survey questions can be found here: Parent Survey on Remote Learning (<https://tinyurl.com/bdckdx4c>).

The District developed staff surveys to gather input. Respondents included 1,204 certificated staff and 1,181 classified staff. A staff survey to gather feedback on desired instruction and professional development and received 813 responses. The District also developed a student survey to gather information on students' remote learning experiences during spring 2020. The student survey was designed to gather information on the types of learning students experienced and the supports needed to effectively participate in distance learning. The intent of the survey was to better understand community experiences and utilize the survey results to further improve distance learning experiences for fall, 2020. A total of 3,932 students in grades 4 – 12 completed the survey. Results of the staff and parent surveys were carefully analyzed and used to assist in the development of the Learning Continuity and Attendance Plan. Return to School staff survey results indicated that 78% of certificated staff and 87% of classified staff needed child care support. Based on the instructional technology and professional development survey, teachers listed the specific instructional

technology programs that would be most beneficial for distance learning in the fall as well as which programs they would need additional training and support. Based on teacher feedback, the District developed a week-long professional development plan for the week of August 10-14, 2020 that included voluntary training on a variety of topics. Over 6000 participants were noted as being registered in August 2020.

The District's student survey results indicated that 23% of students agreed or strongly agreed that they "learned as much each day as I did when we were in school" Accordingly, 30% of students agreed or strongly agreed that they "had opportunities to talk to other students during remote learning". Moreover, 57% of students agreed or strongly agreed that they "felt safe in video conferencing through platforms such as Zoom, Google Meets, etc.

Responses from town hall/school board meetings and parent advisory groups included the desire for a more consistent instructional schedule that included more synchronous instructional time with classroom teachers as well as regular office hours. This feedback was consistent across elementary and secondary and resulted in modifications to the 2020-2021 distance learning instructional schedule. Based on the parent and student survey results on their distance learning experiences and on research, the district developed a comprehensive Professional Development plan that all teachers participated in on August 18 and 19 to review best practices in distance learning. Based on results from the teacher surveys specifically, the District created 54 professional development sessions during the week of August 10-14 to best support the areas of needed training teachers indicated on the survey. Based on District parent, staff and student survey results, feedback from public communications and state guidelines from the CDE and Public Health Officials, the GUSD governing board made the decision to begin the fall semester with all students participating in an online distance learning model. The primary difference in the spring remote learning schedule and the fall distance learning instructional schedules had to do with adding consistent synchronous instructional periods with classroom teachers on a daily basis. Regular office hours were added. This was a direct result of community input.

A draft of the Learning Continuity and Attendance Plan (LCP) was presented to parent advisory groups for review, comment and feedback. A draft of the LCP was shared at the District English Learner Advisory Committee (DELAC) held virtually on August 28, 2020. District interpreters were in attendance to provide translation in Armenian, Korean, and Spanish as needed. A draft of the LCP was also presented to the Superintendent's Parent Advisory Committee (SPAC) and District PTA leadership and site PTA presidents held on August 28, 2020. Questions received from these advisory committee meetings were responded to in writing by Dr. Ekchian, GUSD's Superintendent of Schools, and posted on the District's website prior to the California Department of Education, adoption of the 2020 LCP. GUSD's LCP was presented to the District's governing board at a public hearing during a regularly scheduled board meeting held on September 1, 2020. The agenda for the public hearing was posted prior to 72 hours of the start of the board meeting.

On January 21, 2021, district administrators and site principals worked under the guidance of Jay Westover to discuss top priorities for the 2021 LCAP. At the April 28, 2020 Principals' Meeting, the AB 86 (Expanded Learning Opportunities grant) and the draft LCAP were presented for input and to gather feedback from district administrators and site principals. The annual LCAP self-reflection tool was administered to principals in April 2021. Input from principals included the following priority areas:
<https://tinyurl.com/54wychn4>

Bargaining groups participated in the LCAP and community meetings. A meeting was held with the SELPA on May 20.

GUSD evaluated its community engagement opportunities and determined that Civil Rights groups, tribes, and advocates are neither present nor served by the district. GUSD works closely with the PTA Council as noted in the above description of the community engagement.

Recommendations of Priorities, Goals, Outcomes, and Actions/Services for the 2021-2024 LCAP

The Local Control Accountability Plan has been collaboratively created and revised with input and participation from the Board of Education, District leadership, LCAP community Committee, Superintendent's Parent Advisory Committee, Glendale Council PTA, District English Language Advisory Committee members, principals, counselors, teacher specialists, students and staff.

The Superintendent has determined that the 2021-2024 LCAP will serve as the GUSD Strategic Plan "Roadmap to Success for Educating the Whole Child" and is reflected and supported by the GUSD Board Priorities. It is recommended that the new 2021-2024 GUSD LCAP include provisions for the following:

- Focus on Early Literacy
- Targeted Interventions
- Extended Day Kindergarten
- Block Schedules at the Secondary Level
- Blended Learning
- Increased Professional Development on Technology Integration
- Increased Teacher Collaboration Time
- Teacher Office Hours
- Extended Learning and Enrichment Opportunities
- Reduction of Combination Classes

- Summer and Saturday School Opportunities
- Social-Emotional Learning and Well-being
- Student and Staff Support for Mental Health
- Culturally Relevant and Responsive Education
- Increased Family Engagement Opportunities

The GUSD ESSER III Expenditure Plan reflects the findings and recommendations from the community input and aligns with the goals and actions presented in the 2021-24 LCAP and the ELO grant plans.

A description of how the development of the plan was influenced by community input.

The GUSD ESSER III Expenditure Plan reflects the input provided by the community members and is aligned with the goals and actions in the 2021-24 LCAP and the ELO grant plans. The following are specific areas that were recommended through various methods of engaging the community members.

A focus on early literacy ensures that a strong foundation is built in the early grades, setting the students up for success as they matriculate to higher grades. This focus is supported through smaller class sizes, reduction of combination classes, support staff such as education assistants for targeted support, and extended day kindergarten. Additionally, implementation of a comprehensive multi-tiered systems of support (MTSS) allows early identification and targeted intervention to address learning gaps through evidence-based strategies. Expanded learning opportunities in the form of summer school, before/after and Saturday school will allow learning to continue beyond the regular school day. These are highlighted in LCAP Goal #1, which focuses on maximizing student achievement. Actions for meeting LCAP Goal #1 include elementary and secondary supports for instruction, special education instructional services, English Learner support, educational technology support, GATE program support, and intervention.

Community input also included a recommendation for increased teacher collaboration time and teacher office hours. The District is working closely with the schools and the bargaining units in examining the schedules at all levels to address this. Implementation of block scheduling at the secondary level is one strategy to address this. These are highlighted in LCAP Goal #1, which focuses on maximizing student achievement. Actions for meeting Goal #1 include elementary and secondary supports for instruction, special education instructional services, English Learner support, educational technology support, GATE program support, and intervention.

Providing a robust mental social emotional learning program was another key recommendation from community members. GUSD is committed to a comprehensive mental health program that includes the Student Wellness Services Department in collaboration with all other departments, schools, and the community resources. These are highlighted in LCAP Goal #2, which focuses on fostering a positive culture of learning. Actions for meeting Goal #2 include providing health and wellness supports, parent engagement and outreach, restorative justice implementation, drug and violence prevention, and applying community feedback.

Furthermore, teacher professional development was a top recommendation, with the emphasis on ensuring all staff are provided with differentiated training opportunities in all areas, and especially in technology integration for blended learning. Additionally, training and support for delivering culturally relevant and responsive education allows educators to create a supportive learning environment for all. These are highlighted in LCAP Goal #1, which focuses on maximizing student achievement. Actions for meeting Goal #1 include elementary and secondary supports for instruction, special education instructional services, English Learner support, educational technology support, GATE program support, and intervention.

Increased and focused family engagement creates a collaborative partnership with families strengthening communication and connection needed to nurture student growth. These are highlighted in LCAP Goal #2, which focuses on fostering a positive culture of learning. Actions for meeting Goal #2 include providing health and wellness supports, parent engagement and outreach, restorative justice implementation, drug and violence prevention, and applying community feedback.

Increased services to ensure and maintain the health and safety of the students and staff are outlined in LCAP Goal #3.

Additional services and staffing to support students and families participating in Independent Study are included in the ESSER III Expenditure Plan.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$12,000,000			
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 3, Action 5	Health Services	Services for COVID-19 testing and contact tracing (Vital, Primex, Mend, Healthcare IT Leaders, etc.) - potential costs beyond funding provided through LACOE	\$2,000,000
LCAP, Goal 3, Action 3	Plant/Maintenance Services	Compliance with LACDPH “Reopening Protocols for K-12 Schools: Appendix T1”. Implement multiple layers of COVID-19 mitigation strategies to limit cases and transmission. Includes: Continuing supply of PPE, air filtration, cleaning supplies, signage, HVAC upgrades, outdoor areas, and increased cleaning staff.	\$10,000,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$9,310,414			
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 11	Expanded Learning Opportunities	To ensure continuous instructional support that goes beyond the instructional day and year, secondary students are provided with expanded learning opportunities during summer. This provides students the	\$1,500,000

		opportunity for credit recovery and to receive intervention support in areas with significant gaps.	
LCAP, Goal 1, Action 7 ELO Grant	Instructional Support - School Level	The District supports students, by ensuring that in addition to the core instruction they are provided with carefully designed targeted interventions to close the achievement gap. All elementary schools provide evidence-based academic interventions in ELA and Math based on ongoing data analysis of multiple measures. Working closely with the central office support staff, directors, coordinators, and teacher specialists, as part of a thorough needs assessment and root cause analysis process, at the beginning of the school year, each school examines their most current data to identify gaps and possible resource inequities. The school leadership teams, working collaboratively with the district staff, review and identify evidence-based strategies and approaches in a tiered system of support that meet the school's unique combination of needs. The intervention plans are reviewed and supported by the central office staff, who also monitor the implementation of interventions and the progress towards the goals. Additionally, central office staff support learning across schools through professional development opportunities to build capacity for teachers and staff in meeting students' needs.	\$5,810,414
LCAP, Goal 1, Action 5	Educational Technology	In its efforts to close the digital divide, GUSD provides technology access to students with a goal of 1:1 ratio student to device (computers/chromebooks). Timely technology device maintenance (computer/chromebooks) is provided to staff and families to ensure student access to technology.	\$2,000,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$25,241,655

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
NA	Independent Study	Independent Study, per AB130, is available to students in TK-12 and provides students and families this alternative instructional strategy if they are not able to return to school. This action supports effective implementation of Independent Study, including appropriate staffing and instructional resources and platforms.	\$3,000,000
LCAP, Goal 2, Action 2	Health and Wellness Services (psychological services)	Social Emotional Learning and Support are at the forefront of everyone's work in GUSD. The Student Wellness Services (SWS) Department staff work closely with each school's administrative team to ensure that all students and families receive the supports needed. SWS Department also provides social work supervisors to provide guidance, training, and assistance to social work interns. Individual and group counseling, parent support groups, social emotional support through psychological service providers are offered based on identified needs. Additional psychological service providers support all schools with individual and group counseling and parent support groups. The foster/homeless counselor provides academic, attendance, social emotional, and support services limited to unduplicated students and families.	\$1,000,000
LCAP, Goal 1, Action 9	Instructional Support - Secondary (Block Scheduling)	GUSD is implementing block scheduling at the middle and high school levels to increase student access to courses and to expand the instructional time for English learners, low income, and foster youth. Teachers need more time to complete lesson plans, examine and review practices and collaborate to develop	\$6,000,000

supports for at-risk students. Students need opportunities to better understand and retain material and to build relationships. Peer to peer interactions in a structured classroom setting are particularly impactful for English Learners and would also benefit low income and foster youth. In shorter or traditional classroom periods there is typically insufficient time for English Learners to interact with peers and engage in meaningful activities that will improve their language acquisition. A schedule is needed to accommodate these needs.

According to the National Education Association, block scheduling allows students to have more time for reflection and less information to process over the course of a school day. Research found that students retain information longer, and teachers are able to individualize instruction because of the reduced number of students they see during the day. Block scheduling increases students' ability to focus their attention on the learning building a better understanding and effective implementation of the skill. Increased students achievement and improved students behavior are additional findings from research on block scheduling.

The increased course access ensures that English learners have the greater opportunity for elective courses developing a broad experience with the varying learning experiences, including CTE, Visual and Performing Arts, World Languages, etc. The block schedule creates an expanded learning time for students allowing the teacher the opportunity to provide the additional individualized support necessary during the guided and independent practice following the lesson. The increased learning time with the teacher is key to learning for English learners, low income and foster youth, as for most, due to their family and life circumstances, academic learning is often limited to the time spent in school.

LCAP, Goal 1, Action 8	Instructional Support - Elementary (Single-grade classes)	<p>All students benefit greatly from individualized and targeted instruction, where they have the increased opportunity for one-on-one support and to clarify their questions. Combination (split) classes at the elementary level reduce these students' access to the teacher and staff, as they require a greater level of independence on the students' part. Offering single grade classes at the elementary level instead of splitting classes among two grade levels maximizes the teacher's effectiveness in providing immediate academic support and feedback to English learners, low income, and foster youth.</p> <p>Increased teacher and student interaction is important for supporting all students, however it is especially key for English learners, low income, and foster youth. In order to increase services for targeted students, GUSD provides single grade classes at the elementary level to ensure that there is greater focus on small group instruction and individualized assistance as teachers provide instruction on the key standards. The single grade classes allow teachers to differentiate instruction and provide targeted interventions in a timely manner. This allows the teacher to use all the instructional minutes focusing on the essential standards for a single grade level in ELA and Math, to close the academic gap for students.</p>	\$8,241,655
NA	Unemployment Insurance Rate Increase	Unemployment Insurance rate increase from 0.05% to 0.5% for 2021-22 and 2022-23 due to impact of COVID-19	\$2,000,000
NA	Technology Infrastructure	Update bandwidth, Wifi, firewalls, system software, data center components, classrooms TVs, student audio equipment	\$5,000,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
<p>Expanded Learning Opportunities (Secondary)</p> <p>Instructional Support - School Level</p> <p>Instructional Support - Elementary</p> <p>Instructional Support - Secondary</p>	<p>District Assessments:</p> <ul style="list-style-type: none"> ● ESGI for TK-K, Math and ELA ● iReady assessments in grades K-5, Math and ELA ● NWEA MAP for grades 6-12, Math and ELA ● AAPPL/language test for grades 3-8 in dual immersion programs ● MDTP math readiness assessment ● Bilingual Competency Exam <p>State Assessments:</p> <ul style="list-style-type: none"> ● Interim CAASPP Assessments, Math and ELA ● CAASPP Assessments, Math and ELA ● CAST Assessment ● Summative ELPAC Assessment for English Learners ● Physical Fitness Test 	<p>District Assessments are administered up to three times per year depending on the assessment.</p> <p>State Assessments are administered annually in the spring.</p>
<p>Educational Technology</p>	<p>Working closely with schools to maintain the 1:1 ratio.</p> <p>Continue to replace and repair chromebooks as needed.</p>	<p>Ongoing</p>
<p>Health and Wellness Services</p>	<p>SEL Survey (Panorama) for grades 4-12</p>	<p>Administered two times per year, fall and spring.</p>
<p>Plant/Maintenance Services</p>	<p>Facility Inspection Tool - FIT</p>	<p>Annual</p>

	<p>Annual school facility conditions evaluation in categories: systems, interior, cleanliness, electrical, restrooms/fountains, safety, structural, and external. GUSD has maintained a FIT rating of 99-100% for the past several years.</p> <p>Compliance with LACDPH “Reopening Protocols for K-12 Schools: Appendix T1”</p> <p>Ongoing compliance with LACDPH reopening guidelines to implement multiple layers of COVID-19 mitigation strategies to limit cases and transmission.</p>	<p>Ongoing</p>
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ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

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

SUBJECT: Approval to Renew Microsoft Software Licensing Subscription

The Superintendent recommends that the Board of Education approve the renewal of the Microsoft software licensing subscription for one year in the total amount of \$93,233.11 paid from the Restricted General Fund.

GUSD uses several Microsoft software products, including the Windows operating system, MS Office, Windows Servers and network management. On October 20, 2015, the Board approved the subscription to Microsoft licensing through the California Educational Technology Professionals Association and Microsoft Strategic Alliance (CAMSA) program to benefit from cost savings, standardizing software versions, and addressing security concerns that would otherwise be cost prohibitive. It is recommended to renew this subscription to continue receiving these benefits.

This purchase is being made under the authority of California Public Contract Code Section 20118, which authorizes the District to order against other competitive bids. Softchoice was selected as the reseller for the Microsoft Academic Licensing Program issued by the King County Office of Education RFP #061119, awarded on July 31, 2019.

***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. 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.*



Softchoice
 20 Mowat Avenue
 Toronto, ON M6K 3E8

Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-698134
Date	19-Aug-2021

Quote

Ship To :
 Sean Arora
 Glendale Unified School District
 223 N JACKSON ST
 GLENDALE, CA 91206-4380

Quote Prepared For	Sean Arora Glendale Unified School District Phone: 818-241-3111 Email: saarora@gusd.net
Quote Sent By	Braeden Carr braeden.carr@softchoice.com Phone: (312) 260-9890 Fax:
Anniversary Date	02-Nov-2020
Authorization Number	84961408
Agreement End Date	31-Oct-2021
Comments	

CAMSA EES - Renewal - Previous ENR # 84961408

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	1914	Upfront	01-Nov-2021	31-Oct-2022	United States	Subscription	\$48.10	\$92,063.40
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	30000	Upfront	01-Nov-2021	31-Oct-2022	United States	Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	635	Upfront	01-Nov-2021	31-Oct-2022	United States	Subscription	\$0.00	\$0.00

2000279596	NK5-00001	PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr	1	Upfront	01-Nov-2021	31-Oct-2022	United States	Subscription	\$22.58	\$22.58
2000279296	228-04437	Microsoft SQL Server Standard Edition - license & software assurance - 1 server	1	Upfront	01-Nov-2021	31-Oct-2022	United States	Term License & Maintenance	\$71.51	\$71.51
2000279298	7NQ-00302	Microsoft SQL Server Standard Core Edition - license & software assurance - 2 cores	2	Upfront	01-Nov-2021	31-Oct-2022	United States	Term License & Maintenance	\$285.57	\$571.14
2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	8	Upfront	01-Nov-2021	31-Oct-2022	United States	Term License & Maintenance	\$36.76	\$294.08
2000279370	9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	5	Upfront	01-Nov-2021	31-Oct-2022	United States	Term License & Maintenance	\$42.08	\$210.40
GROUP TOTAL										\$93,233.11

SUBTOTAL	\$93,233.11
DELIVERY: Ground - 3 to 5 days	\$0.00
State Tax	\$0.00
Local Tax	\$0.00
All currency in this quote is in (USD).	TOTAL \$93,233.11

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{(PO_es__signer1)}}

US - California Education - Microsoft ESS (CAMSA) -

Please note all products priced in accordance to the CAMSA Microsoft contract.

Kings COE PIGGYBACK RFP NO. 061119

Cage Code: 3DH15

DUNs: 929022028

TIN: 13-3827773

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, Innovation & Facilities

SUBJECT: **Approval of Change Order No. 1 to Bid No. 210-20/21 with Chalmers Construction Services Inc. for the Glenoaks Elementary School Interim Housing Project, and Notice of Completion**

The Superintendent recommends that the Board of Education approve Change Order No. 1 to Bid No. 210-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing project in the amount of \$42,914.42, and a Notice of Completion, funded by Measure S funds.

On May 18, 2021, the Board approved the award of Bid No. 210-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing project in the amount of \$492,900, plus an allowance of \$100,000, for a total project cost of \$592,900.

Following the start of construction staff encountered unforeseen items on the project that required addressing in order for the project to move forward. This included various items, such as demolition and haul away of concrete foundations, installation of and modifications to ramps and skirting, extending the main water line and applying new grass and seeds, as well as a credit for removal of lighting work from the original scope of work.

Change Order No. 1 in the amount of \$42,914.42 accounts for these changes to the contract. This Change Order represents an 8.71% increase to the original contract and is included in the previously allocated 10% project contingency. The allowance that was approved for the project remained unused. This increases the final contract amount to \$535,814.42.

This project was completed in a satisfactory manner as of September 16, 2021, for a total cost of \$535,814.42, and was funded by Measure S – Glenoaks Elementary School New Building Project funds. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

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.



Planning, Development & Facilities

349 Magnolia Avenue
 Glendale, California 91204
 Tel: 818.507.0201 Fax: 818.507.4911

Project Name: *Glenoaks Interim Housing*
DSA No: *03-121342*

District PO No: **22*616**
District Contract No: **210-20/21**

CHANGE ORDER (CO)

To: Chalmers Construction
2600 Foothill Blvd., La Crescenta CA 91214

CO No. *1*
Date: September 17, 2021

The following modifications have been made to your basic contract for the reasons listed below:

<u>Item</u>	<u>Responsibility Code</u>	<u>Days</u>	<u>Change Amount</u>
PCO #1	07	0	\$7,986.70
PCO #2	07	0	\$5,016.00
PCO #3	04	0	\$6,700.00
PCO #4	07	0	\$6,696.64
PCO #5	07	0	\$5,615.08
PCO #6	01	0	\$20,900.00
PCO #7	04	0	(\$10,000.00)

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under **Article 17** of the **General Conditions**. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum and Calendar Days	\$	492,900.00	
Net Change by Previously Authorized Requests and Changes	\$	0.00	0
The Contract Sum and Days prior to this Change Order were.....	\$	492,900.00	0
The Contract Sum and Days will be increased/(decreased) by	\$	42,914.42	0
The New Contract Sum and Days including this Change Order.....	\$	535,814.42	0
The Date of Contract Completion as of this Change Order is therefore		09/16/2021	
Cumulative Percentage of Original Contract	%		8.7%

Authorized	Signature	Date
Owner		
Contractor	<i>[Signature]</i>	09/29/21
Architect <i>OC</i>	<i>[Signature]</i>	9-30-21
Project Manager	<i>[Signature]</i>	9-28-21
Inspector of Record	<i>[Signature]</i>	9/29/21

- Responsibility Code
- | | | |
|-------------------------|------------------------|-------------------------|
| 1. Differing Conditions | 4. Value Enhancement | 7. Required Extra Scope |
| 2. Design Error | 5. Settlement | 8. Optional Extra Scope |
| 3. Design Omission | 6. Resolution of Claim | 9. Other (explain) |

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced change(s). We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above. All other items and conditions of the Contract Documents shall remain in effect.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Glenoaks Elementary School
ADDRESS: 2015 East Glenoaks Blvd.
Glendale, California 91206

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: Interim Housing Project
DATE of COMPLETION: September 16, 2021
CONTRACTOR: Chalmers Construction Services, Inc.
BOARD APPROVAL: May 18, 2021
CONTRACT DATE: May 19, 2021
Bid Number: 210-20/21
PURCHASE ORDER No.: 220000000616

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, Innovation & Facilities

SUBJECT: **Approval of Change Order No. 1 to Bid No. 211-20/21 with Chalmers Construction Services, Inc. for the Monte Vista Elementary School Interim Housing Project**

The Superintendent recommends that the Board of Education approve Change Order No. 1 to Bid No. 211-20/21 with Chalmers Construction Services, Inc. for the Monte Vista Elementary School interim housing project in the amount of \$96,090.01, funded by Measure S funds.

On May 18, 2021, the Board approved the award of Bid No. 211-20/21 to Chalmers Construction Services, Inc. for the Monte Vista Elementary School interim housing project in the amount of \$1,033,000.

Following the start of construction staff encountered unforeseen items on the project that required addressing in order for the project to move forward. This included various items, such as modifications to some of the existing ramps and handrails of the portable classrooms, removing and hauling away rocks and boulders, importing extra dirt to backfill after the removal of boulders, rewiring and reinstalling electrical devices, and installation of extra anchor bolts, as well as a credit for the removal of asphalt overlay from the original scope of work.

Change Order No. 1 in the amount of \$96,090.01 accounts for these changes to the contract. This Change Order represents a 9.3% increase to the original contract and is included in the previously allocated 10% project contingency. This increases the total contract amount to \$1,129,090.01.

This project is funded by Measure S – Monte Vista New Building Project funds. The Superintendent’s Facility Advisory Committee voted to support this recommendation.

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.



Planning, Development & Facilities
 349 Magnolia Avenue
 Glendale, California 91204
 Tel: 818.507.0201 Fax: 818.507.4911

Project Name: Monte Vista New Building
DSA No: 03-121306

District PO No: 0021006818
District Contract No: 211-20/21

CHANGE ORDER (CO)

To: Chalmers Construction Service, Inc.

CO No. 1
Date: TBD

The following modifications have been made to your basic contract for the reasons listed below:

<u>Item</u>	<u>Responsibility Code</u>	<u>Days</u>	<u>Change Amount</u>
PCO No. 1R1	7	0	\$ 10,478.60
PCO No. 2R1	1	0	(\$ 4,000.00)
PCO No. 3R1	7	0	\$ 50,696.80
PCO No. 4R1	7	0	\$ 10,333.40
PCO No. 6R1	1	0	\$ 12,551.00
PCO No. 7R	7	0	\$ 14,060.20
PCO No. 9	2	0	\$ 1,970.01

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under **Article 17** of the **General Conditions**. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum and Calendar Days	\$ 1,033,000.00	56 cal. days
Net Change by Previously Authorized Requests and Changes	\$ 0.00	0 cal. days
The Contract Sum and Days prior to this Change Order were.....	\$ 1,033,000.00	56 cal. days
The Contract Sum and Days will be increased/(decreased) by	\$ 96,090.01	0 cal. days
The New Contract Sum and Days including this Change Order.....	\$ 1,129,090.01	56 cal. days
The Date of Contract Completion as of this Change Order is therefore	August 9,2021	
Cumulative Percentage of Original Contract	%	[9.3%]

Authorized	Signature	Date
Owner		
Contractor	<i>[Signature]</i>	09/25/21
Architect	<i>[Signature]</i>	9/30/21
Project Manager	<i>[Signature]</i>	
Inspector of Record	<i>[Signature]</i>	

- Responsibility Code
- | | | |
|-------------------------|------------------------|-------------------------|
| 1. Differing Conditions | 4. Value Enhancement | 7. Required Extra Scope |
| 2. Design Error | 5. Settlement | 8. Optional Extra Scope |
| 3. Design Omission | 6. Resolution of Claim | 9. Other (explain) |

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced change(s). We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above. All other items and conditions of the Contract Documents shall remain in effect.

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, Innovation & Facilities

SUBJECT: **Approval of Amendment No. 2 to Independent Consultant Agreement No. 491 with PlaceWorks for CEQA Consulting Services for the Potential Crescenta Valley High School Field Improvements Project**

The Superintendent recommends that the Board of Education approve Amendment No. 2 to Independent Consultant Agreement No. 491 with PlaceWorks for CEQA consulting services for the potential Crescenta Valley High School Field Improvements project in the amount of \$1,250.00, funded by Measure S funds.

On June 4, 2018, the Board approved the award of Independent Consultant Agreement No. 491 with PlaceWorks for CEQA consulting services for the potential Crescenta Valley High School Field Improvements project in the amount of \$153,112.00. On January 19, 2021, the Board approved Amendment No. 1 in the amount of \$3,170.00 to cover the cost of additional studies required as a result of changes in legislation.

Staff continued to work with PlaceWorks to finalize the EIR and generate all documents as required by CEQA. Amendment No. 2 in the amount of \$1,250.00 accounts for additional documentation required for certification, including revisions to the final EIR and generating a Resolution for the Board's approval. This increases the total agreement to \$157,532.

This project is funded by Measure S – Site Assessment, Special Reports, and Miscellaneous Services funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

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.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
CEQA CONSULTING SERVICES AT CVHS**

Professional Service Number: 491
Amendment No. 1 - January 20, 2021
Amendment No. 2 – October 13, 2021

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **16th day of July, 2018** by and between the Glendale Unified School District, ("District") and **PlaceWorks** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide **CEQA Consulting Services for Crescenta Valley High School Stadium Bleachers and Lights** as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on **July 23, 2018** and will diligently perform as required and complete performance by **December 31, 2021,** ~~June 30, 2021, August 23, 2019.~~
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee of **One Hundred Fifty Seven Thousand Five Hundred Thirty-Two Dollars** ~~One Hundred fifty Six Thousand Two Hundred Eighty Two Dollars (\$156,282.00) One Hundred Fifty Three Thousand One Hundred Twelve Dollars (\$153,112.00)~~ which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

5.1. Not Applicable

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not

limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

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

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

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

12. **Termination.**

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

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

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

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

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

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

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

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

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

14. Insurance.

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

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

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

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

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

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

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

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

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

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

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

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

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

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

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

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the

work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

- 20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
- 21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Glendale Unified School District

349 West Magnolia Avenue
Glendale, California 91204
[FAX] (818) 507-4911
ATTN: Stephen Dickinson

Consultant:

PlaceWorks

700 S. Flower Street, Suite 600
Los Angeles, CA 90017
[Phone] (213) 623-1443
ATTN: Dwayne Mears

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following

delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 2021

Dated: _____, 2021

Glendale Unified School District

PlaceWorks

By: _____

By: _____

Print Name: Stephen Dickinson

Print Name: Dwayne Mears

Print Title: Chief Business and Financial Officer

Print Title: Principal

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

PlaceWorks will provide the following services:

- CEQA Services for Crescenta Valley High School Stadium Bleachers and Lights.
- Per PlaceWorks Proposal, see "Attachment"

Additional Work:

- Public Review Draft EIR (PlaceWorks) \$1,970.00
- Subconsultant KOA Traffic Study \$1,200.00

Final EIR and assist with resolutions and coordination \$1,250.00

Total Not-To-Exceed Fee	\$153,112.00	\$156,282.00	\$157,532.00
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GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, Innovation & Facilities

SUBJECT: **Approval of Project Authorization No. 27 with tBP Architecture for Architectural Services at the Crescenta Valley High School Field Improvements Project**

The Superintendent recommends that the Board of Education approve Project Authorization No. 27 with tBP Architecture for architectural services at the Crescenta Valley High School Field Improvements project in the amount of \$521,740, funded by Measure S funds.

On September 28, 2021, the Board approved a project and budget allocation for the Crescenta Valley High School Field Improvements in the amount of \$8.56 million. Staff has completed an Environmental Impact Report and certified its findings in order to meet California Environmental Quality Act (CEQA) requirements and in preparation for the project.

In preparation for the EIR, staff worked with tBP Architecture to provide preliminary plans for the project. Following the Board's approval of the project and a budget allocation, staff has obtained a proposal from tBP Architecture to provide architectural and engineering services for the project.

Staff is recommending that the Board approve Project Authorization (PA) No. 27 with tBP Architecture in the amount of \$521,740 to provide architectural and engineering services. This cost is based on the Board approved Master Agreement and the estimated cost of construction. The final amount will be amended following the start of construction, and again at the end of the project following closeout.

This project is funded by Measure S – Crescenta Valley High School Field Improvements Project funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

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.

PROJECT AUTHORIZATION

Project Authorization Number: **tBP Architecture – 027**

Date: **October 13, 2021**

This Project Authorization is issued pursuant to the Architectural Services Agreement dated October 13, 2021 by and between GLENDALE UNIFIED SCHOOL DISTRICT (DISTRICT) AND **tBP Architecture** (ARCHITECT) and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof.

The DISTRICT does hereby authorize the ARCHITECT to provide professional services on the following project:

1. PROJECT NAME AND LOCATION

CRESCENTA VALLEY HIGH SCHOOL, 2900 Community Ave., La Crescenta, CA 91214

2. PROJECT DESCRIPTION/SCOPE - Provide professional architectural and engineering services for CVHS Fields Improvement Project, 1700-seat bleachers with press box, sports lighting, scoreboard, and repair the track surface and specialty Athletic Field and Bleacher Consultants.

Design Phase

- Review specific site design elements
- Develop outline specifications
- Provide preliminary construction cost estimate
- Meetings with the District and School
- Preliminary meeting with the Fire Department, DSA and the Health Department as Needed

Construction Document Phase

- Meetings with the District
- Prepare and submit documents to the Fire Department, DSA and the Health Department as needed
- Review constructability comments with the District
- Update the construction cost estimate

DSA Approval Phase

- Backcheck with DSA and obtain their approval
- Update the construction cost estimate

Bidding Phase

- Assist with the bid documents
- Attend pre-bid job walk
- Prepare addenda and respond to pre-bid RFI
- Attend bid opening and review responsive bids with the District

Construction Administration and Closeout Phase

- Upload required forms to DSA box
- Attend construction meetings and job site visits
- Review submittals and provide RFI responses
- Review PCO’s, change orders, negotiations and claims analysis
- Review contractor payment applications
- Prepare record set of documents
- Prepare punch list
- Prepare and submit required documents for DSA certification

3. ARCHITECT’S SERVICES

The ARCHITECT shall provide those services specified to be performed by the ARCHITECT. The following phases of services are authorized:

<input checked="" type="checkbox"/> Schematic Design	
<input checked="" type="checkbox"/> Design Development	<input type="checkbox"/> Other (Specify Below)
<input checked="" type="checkbox"/> Construction Documents	_____
<input checked="" type="checkbox"/> DSA & OPSC Approval	_____
<input checked="" type="checkbox"/> Bidding Phase	_____
<input checked="" type="checkbox"/> Construction Administration	
<input checked="" type="checkbox"/> Close-out	

4a. ARCHITECT’S COMPENSATION In conformance with Attachment “A” – Basic Architect Fee Schedule (New Construction). **Total Compensation will be \$521,740.**

Fee Breakdown:

Basic Architectural Services	\$446,940
Specialty Athletic Field Consultant	\$ 15,000
Stadium Bleacher Consultant	\$ 44,800
Optional topo and utilities surveys	\$ 15,000

Total Fees **\$521,740**

5. PROJECT CONSTRUCTION BUDGET

\$5,992,000

6. PROJECT COMPLETION SCHEDULE

- A) Schematic through Construction Document Phase – 10/18/2021 to 2/28/2022.
- B) DSA Approval Phase – 3/1/2022 to 8/31/2022
- C) Bidding Phase – 9/1/2022 to 11/30/2022
- D) Construction Administration Phase – 12/1/2022 to 4/30/2023
- E) Closeout Phase – 5/1/2023 to 7/31/2023

7. OTHER PROVISIONS

None.

8. The design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State ARCHITECT for review and approval on or before See Project Completion Schedule. This Project Authorization No. **tBP Architecture – Crescenta Valley High School Project-027** is hereby approved, the DISTRICT and the ARCHITECT having executed said Project Authorization on October 12, 2021.

DISTRICT:

ARCHITECT:

Stephen Dickinson
Chief Business and Financial Officer
Glendale Unified School District

Name: _____
Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Resolution No. 6 - Determination of Sufficient Textbooks and Instructional Materials for Fiscal Year 2021-2022**

The Superintendent recommends that the Board of Education adopt Resolution No. 6, which stipulates that each pupil in each school in the District will have sufficient textbooks or instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education and in accordance with Education Code 60119 (as revised by Chapter 704, Statutes of 2006 and California Code of Regulations, Title 5, Section 9531).

Education Code (EC) Section 60119 requires local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects. The instructional materials must be aligned to the academic content standards under EC 60605 and 60605.8, and consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. The local educational agency's (LEA) adopted resolution shall certify compliance with EC 60119.

In order to be eligible to receive funds available for provisions of Education Code Section 60119, the governing board shall take the following actions:

- A. The Governing Board shall hold a public hearing or hearings at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district will have sufficient textbooks or instructional materials, or both, in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

1. Mathematics
 2. Science
 3. History-Social Science
 4. English/Language Arts, including the English Language Development component of an adopted program.
- B. The public hearing shall take place on or before the end of the eighth week from the first day pupils attend school for that year. A school district that operates schools on a multi-track, year-round calendar shall hold the hearing on or before the end of the eighth week from the first day pupils attend school for that year.
- C. As part of the hearing, the Governing Board shall also make a written determination as to whether each pupil enrolled in a foreign language or health course will have sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board for those subjects. The Governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive. The provision of the textbooks, instructional materials or science equipment specified in the subparagraph is not a condition of receipt of funds provided by this subdivision.
- D. If the governing board determines that there are insufficient textbooks or instructional materials, or both, the governing board shall provide information to classroom teachers and to the public and to the public setting forth, for each school in which an insufficiency exists, the reasons that each pupil does not have sufficient textbooks or instructional materials, or both, and take any action, except an action that would require reimbursement by the Commission on State Mandates, to ensure that each pupil has sufficient textbooks or instructional materials, or both, within two months of the beginning of the school year in which the determination is made.
- E. In carrying out paragraph (D), the Governing Board may use money in any of the following funds:
1. Any funds available for textbooks, or instructional materials, or both, from categorical programs, including any funds allocated to school districts that have been appropriated in the annual Budget Act.

2. Any funds of the school district that are in excess of the amount available for each pupil during the prior fiscal year to purchase textbooks or instructional materials, or both.
3. Any other funds available to the school district for textbooks or instructional materials, or both.
 - (a) The Governing Board shall provide 10 days notice of the public hearing or hearings. The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the school district. The hearings shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours.
 - (b) For purposes of this section, “sufficient textbooks or instructional materials” means that each pupil, including English learners, will have a textbook or instructional materials, or both, to use in class and to take home. This paragraph does not require two sets of textbooks or instructional materials for each pupil.
 - (c) Sufficient textbooks or instructional materials does not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage.
 - (d) Except for purposes of Section 60252, governing boards of school districts that receive funds for instructional materials from any state source, are subject to the requirements of this section only in a fiscal year in which the Superintendent of Public Instruction determines that the base revenue limit for each school district will increase by at least one percent per unit of average daily attendance from the prior fiscal year.

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.

Resolution No. 6

Determination of Sufficient Textbooks and Instructional Materials 2021-2022

WHEREAS, the governing board of Glendale Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 12, 2021, at 4:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours.

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing.

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing.

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district.

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil will have a textbook or instructional materials, or both, to use in class and to take home.

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

WHEREAS, Glendale Unified School District has surveyed the schools and determined that there were sufficient textbooks, instructional materials, and laboratory science equipment as applicable to high school science laboratory courses, for each student (including those enrolled in a foreign language or health course), for the 2021-2022 fiscal year.

WHEREAS, Glendale Unified School District has identified that there would be sufficient textbooks and/or instructional materials for each student, for the 2021-2022 school year.

THEREFORE, be it resolved that the Glendale Unified School District provides assurance to the Superintendent of Public Instruction that it has complied with the requirements of Education Code 60119 (c).

The foregoing resolution is adopted by the Governing Board of the Glendale Unified School District on the 12th of October, 2021.

Shant Sahakian, President

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 9

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: **Approval of Services Agreement Between Glendale Unified School District and Parker-Anderson Enrichment for Muir Elementary School**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Parker-Anderson Enrichment, in the amount of \$49,920 to be funded by the Expanded Learning Opportunities Grant, to provide after school enrichment for students at Muir Elementary School.

Glendale Unified School District, in partnership with Parker-Anderson Enrichment, will offer after-school enrichment classes and a homework help club for students at Muir Elementary School. The classes are offered to all interested families and the homework help club is for teacher-referred students.

The after-school enrichment classes will be in the areas of robotics, art, and/or STEAM. The after-school enrichment classes will take place Mondays, Wednesdays, and Fridays in four 6-week sessions.

The homework help club will be in the area of English Language Arts, Spanish Language Arts and mathematics. The homework help club classes will be held Tuesdays and Thursdays in six 4-week sessions. For homework help classes, teachers will continue to use classroom observations, and formal and informal observations to refer students to homework help classes. Referrals will be done every four weeks.

The afterschool enrichment classes and homework help club will be held in person and all classes will be conducted outside.

Glendale Unified School District
Action Report No. 9
October 12, 2021
Page 2

The contract period runs from October 5, 2021 - April 21, 2022. The cost for the afterschool enrichment classes and homework help club, funded out of John Muir's Expanded Learning Opportunities Grant, is \$49,920.

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

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 Parker Anderson Enri, 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 October 4, 20 and will diligently perform as required and complete performance by June 13, 2022.

2. **Scope of Services**

Parker Anderson Enrichment will provide afterschool enrichment classes and homework cl

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: providing afterschool enrichment and homework help classes to students.

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.

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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:

Josh Parker, Director

Parker Anderson Enrichment

16526 Arminta Street

Van Nuys, CA 91406

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: Parker Anderson Enrichment

By: _____
Signature
Josh Parker

Print Name

Owner/Director

Title
Dated: 9/28, 2021__

By: _____
Signature

Print Name

Title
Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number:
34-205-6683

Address: 16526 Arminta St
Van Nuys, CA 91406

Telephone: 818 249-5599
Email: la@parker-anderson.org

Type of Business Entity:

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

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent

Title

Dated: October 13, 2021

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Please see attached.

ADDENDUM B

"Cost Proposal"

Homework Help Club: \$23,040.00 and Enrichment Program: \$26,880.00 (Please see at

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: September 27, 2021

Name of Contractor: Parker Anderson Enrichment

Signature: _____

Print Name and Title: Josh Parker Owner/Director

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

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

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

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

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

Date: September 27, 2021

Name of Contractor or Company: Parker Anderson Enrichment

Representative's Name and Title: Josh Parker Owner/Director

Signature: _____

EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

I am the Director of Parker-Anderson Enrichment, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/28/21 [date], at Van Nuys [city], CA [state].

Signature

Owner/Director

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

I am a representative of the Parker-Anderson ("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: September 27, 2021

Name of Contractor: Parker Anderson Enrichment

Signature: 

Print Name and Title: Owner/Director

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

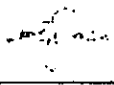
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Parker-Anderson ("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: Parker Anderson Enrichment

Signature: 

Print Name and Title: Josh Parker Owner/Director

Date: 9/28/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

ACTION REPORT NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Increase of Daily Rate of Pay for Certificated Substitutes**

The Superintendent recommends that the Board of Education approve the increase in daily rate of pay for certificated substitutes to a rate of \$200 per day for regular assignments and a rate of \$240 per day for long-term assignments.

The State of California has experienced a shortage of substitute teachers which has affected many local school districts, including Glendale Unified. While the Human Resources Department continues to actively recruit new substitute teachers to join our substitute pool, districts in our area have recently raised their substitute rate of pay to entice qualified substitute teachers to come to their school district.

In order to stay competitive and to provide quality educational experiences for our students when our regular teachers are not in the classroom, it is recommended that our substitute rate of pay be raised from \$165 per day to \$200 per day for regular assignments, and from \$200 per day to \$240 per day for long-term assignments. This rate of pay would be effective September 27, 2021, and would remain in effect for the remainder of the 2021-22 school year, which ends on June 14, 2021.

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

October 12, 2021

ACTION REPORT NO. 11

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Variable Term Waiver Request for Bilingual Authorization -
French for the 2021-2022 School Year**

The Superintendent recommends that the Board of Education approve the Variable Term Waiver Request for Michele Lemaire on a waiver permit based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed position.

Michele Lemaire is currently assigned to the position of FLAG French Teacher, Franklin Elementary School. An application has been submitted to the Commission on Teacher Credentialing for the above waiver request. In the meantime, she has been issued a Temporary County Certificate from the Los Angeles County Office of Education to serve in this position. Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

This Waiver Request will remain in force until June 30, 2022. Submission of the Waiver request by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80120 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The waiver will provide teachers additional time to complete the requirements for the credential that authorizes the service assigned. The waiver is based on last year's actual needs, projected student enrollment and staffing allocations for the 2021-2022 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

October 12, 2021

ACTION REPORT NO. 12

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer
SUBJECT: **Revision of Contract with Hey Tutor, Inc.**

The Superintendent recommends that the Board of Education approve the increase of a Services Agreement between Glendale Unified School District and Hey Tutor, Inc. by \$550,000 for a total amount not to exceed \$800,000 for services through December 31, 2021.

In order to provide sufficient instructional support and afternoon coverage for the Child Development and Child Care (CDCC) Program, it has been determined that the Services Agreement with Hey Tutor, Inc. amount must be increased in order to meet the adult to student ratio requirements. As GUSD continues to struggle with the statewide shortage of school employees, this will allow Hey Tutor to continue to provide the support that has been needed during the first 6 weeks of the 2021-2022 school year.

The current contract with Hey Tutor, Inc. is for the amount not to exceed \$250,000. The contract will be increased by an additional \$550,000 for a total amount not to exceed \$800,000 and will continue to be effective through December 31, 2021.

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. 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

GLENDALE UNIFIED SCHOOL DISTRICT

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

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 12th day of August, 2021 by and between the Glendale Unified School District, (“District”) and HEYTUTOR INC., a California corporation, whose place of business is LA [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in Addendum A attached hereto and in the “Scope of Work” attached hereto as Attachment A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on Aug. 12, 2021 and will diligently perform as required and complete performance by Dec. 31, 2021 .
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee as set forth on Schedule A attached hereto, which includes reimbursable cost listed in item 4.1. The total amount of fees payable to Contractor by District shall not exceed ~~\$250,000.00~~ . District shall pay Contractor according to the following terms and conditions: \$800,000.00

Note: Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

Glendale Unified School

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

- 4.1. N/A

Glendale Unified School

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Glendale Unified School

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

9. Indemnification.

- 9.1. 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; 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.

- 9.2. To the furthest extent permitted by California law, District shall defend, indemnify, and hold free and harmless the Contractor, its 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 District's 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 District, 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; or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the Contractor. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

Glendale Unified School

10. Insurance.

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

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

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

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

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

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

10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

Glendale Unified School

- 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. **Compliance with Laws. Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **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).
15. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
16. **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.

Glendale Unified School

17. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 17.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 17.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. **Limitation of District Liability.**

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

18.2. Other than as provided in this Agreement, Contractor'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 Contractor 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.

19. **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

Glendale Unified School

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.

20. **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:

Glendale Unified School

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Dr. Darneika Watson

Contractor:

HeyTutor, Inc.

8939 S. Sepulveda Blvd. #102

Los Angeles, CA 90045

ATTN: Patrick McClure

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.

21. **Integration/Entire Agreement of Parties.** This Agreement, along with Addendum A, Attachment A, Schedule A and any documents or agreements reference therein, 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. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
28. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

Glendale Unified School

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
30. **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.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit, addendum and schedule attached hereto are hereby incorporated herein by reference.
33. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
34. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
35. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
36. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

Glendale Unified School

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

37. **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.

Glendale Unified School

SIGNATURE PAGE

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

Company Name HeyTutor, Inc.

By: _____
 Signature _____ Title: Founder
 Print Name RYAN NEMAN Dated: 8/12/2021

By: _____
 Signature _____ Title: Chief Executive Officer
 Print Name Skyler Lucci Dated: 8/12/2021

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

Information regarding Contractor:

License No.: _____ 46-5199755
 Address: 8939 S. Sepulveda Blvd. #102
 _____ Los Angeles, CA 90045
 Telephone: 855-781-9042
 Facsimile: _____
 E-Mail: info@heyttutor.com

Employer Identification and/or
 X Corporation, State: California
 _____ Limited Liability Company
 _____ Other: _____
 Social Security Number _____

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

Glendale Unified School District

By: _____ Date: 8/16/2021
 Signature _____
 Print Name: Darneika Watson, Ph.D.
 Print Title: Chief Human Resources and Operations officer

Glendale Unified School

ADDENDUM A

THIS SPECIAL-EDUCATION EDUCATORS, TUTOR AND PROCTOR SOURCING ADDENDUM (the “**Addendum**”) is made as of the Effective Date set forth above by and between **HEYTUTOR INC.**, a California corporation (“**HeyTutor**”) and the **GLENDALE UNIFIED SCHOOL DISTRICT** (“**District**”).

1. Tutor Services. HeyTutor will render the services as set forth on **ATTACHMENT A** for sourcing special-education educators (the “**Educator Services**”) and tutors and proctors (the “**Tutor and Proctor Services**,” and together with the Educator Services, the “**Services**”) in accordance with this Agreement and the Terms of Use (the “**ToU**”) set forth on the HeyTutor website located at <https://heyttutor.com/terms/> (the “**Platform**”). In the event of a conflict or inconsistency between this Agreement and the ToU, the ToU shall govern, control and prevail.

2. Non-Circumvention. District shall not circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, in order to avoid payment of any fees to HeyTutor, including, without limitation, with respect to the Services, the Educator Services, the Proctor Services, and any other tutoring or educational services by, with or through HeyTutor or the Platform. District agrees to not accept any, or enter into an agreement or understanding to receive, any Services, the Educator Services, the Proctor Services, and any other tutoring or educational services from any individual, company, person or representative introduced to District except as otherwise with the written consent of HeyTutor. This Section 2 shall survive the termination or expiration of this Agreement.

3. Disclaimer of Warranties; Limitation of Liability; Waiver; Indemnification

3.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES ARE PROVIDED AS-IS, THAT DISTRICT ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES AND HEYTUTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DISTRICT ACKNOWLEDGES AND AGREES THAT HEYTUTOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, THE EDUCATOR SERVICES AND THE PROCTOR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, ACCEPTABILITY, SUITABILITY, UTILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

3.2 Waiver. DISTRICT HEREBY IRREVOCABLY AGREES NOT TO ASSERT OR CLAIM, AND HEREBY IRREVOCABLY WAIVES, THE DEFENSE OF ANY RIGHT OF SOVEREIGN IMMUNITY IN ANY LEGAL PROCEEDING TO ENFORCE OR COLLECT UPON ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

3.3 This Section 3 shall survive the termination or expiration of this Agreement.

4. Representations and warranties. Each Party represents and warrants to the other Party that:

4.1 It is duly incorporated, validly existing and/or in good standing in its relevant jurisdiction, has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to carry on its business as presently conducted and as contemplated to be conducted,

Glendale Unified School

to own, hold and operate its properties and assets as now owned, held and operated by it, to enter into this Agreement, to carry out the provisions hereof;

4.2 It has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to enter into this Agreement, to consummate the transactions contemplated by this Agreement, and to perform its obligations under this Agreement;

4.3 The execution, delivery and performance of this Agreement have been duly authorized by all necessary action and do not require any consent or approval that has not been validly and lawfully obtained, and the execution, delivery and performance of this Agreement requires no authorization, consent, approval, license, exemption of or filing or registration with any person or entity; and

4.4 Neither the execution nor the delivery of this Agreement, nor the consummation or performance of the transactions contemplated hereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of any agreement or law; (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or result in the imposition or creation of any lien under, any agreement or instrument to which it is a party or by which the properties or assets of the Party are bound; (c) contravene, conflict with, or result in a violation of, any law; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Party; and

4.5 Its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary or other appropriate action to execute this Agreement.

5. COVID-19 DISCLAIMER. District acknowledges and agrees that COVID-19 is highly contagious and dangerous and, by signing this Agreement and accepting Educator Candidates and Tutor/Proctor Candidates, District, irrevocably, knowingly and voluntarily, after considering all relevant risks, waives and forever relinquishes any claim relating to, concerning or arising out of or from the risk that representatives of the District, along with all students and personnel of the District, coming into contact with any other person may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. District understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of District, its representatives, students and personnel, including any Educator Candidates and/or Tutor/Proctor Candidates or such other persons exposed thereto and their families. District voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind. District hereby releases, covenants not to sue, discharges, and holds harmless HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to this Agreement and the Services. District understands and agrees that this release includes any claims based on the actions, omissions, or negligence of HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns, whether a COVID-19 infection occurs before, during, or after participation in any Services. District hereby expressly waives the benefit of any statute or rule of law that, if applied to this Agreement would otherwise exclude from its binding effect any claims not known by it to exist which arose prior to the signing of this Agreement. District acknowledges that it has read and fully understand the provisions of California Civil Code section 1542, which provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. District, being

Glendale Unified School
aware of said Code Section, hereby expressly waives, on behalf of itself and its affiliates, any rights and benefits that it may have under Section 1542 of the Civil Code to the full extent that it may lawfully waive such rights and benefits, and shall waive any rights and benefits it may have under any other statutes or common law principles of similar effect.

Glendale Unified School

ATTACHMENT A
STATEMENT OF WORK

Contractor's entire Proposal is **not** made part of this Agreement.

Contractor may provide the following General Services:

EDUCATOR SERVICES:

1. **Selection of Educator Candidates.** Contractor will connect District with multiple potential special-education educators (each, a "**Educator Candidate**") who may ultimately provide special educator education services for and on behalf of the District for five and one half (5.5) hours per day during a five (5) day school week starting no earlier than February 1, 2021. District acknowledges and agrees that District has the sole, exclusive and absolute discretion on whether to engage any Educator Candidate for special educator education services for and on behalf of District. District shall comply with all laws with respect to the Educator Candidates. Contractor shall prescreen Educator Candidates based on the lawful qualifications furnished in writing by District to Contractor, including having at least a bachelor's degree from an accredited educational institution, and shall forward to District the resumes or curriculum vitae of the Educator Candidates that Contractor believes satisfy the lawful qualifications furnished by District to Contractor. If District requires any replacements of Educator Candidates that become affiliated with the District, or any additional Educator Candidates, Contractor will use commercially reasonable efforts to assign Educator Candidates for District.

PROCTOR SERVICES:

2. **Selection of Tutor and Proctor Candidates.** Contractor will connect District with multiple potential tutors and proctors (each, a "**Tutor/Proctor Candidate**") who may ultimately provide (i) tutor services for and on behalf of the District for three (3) hours per day during a five (5) day school week starting no earlier than February 1, 2021; and (ii) proctor services for and on behalf of the District, including assignment for an exam on or about January 26, 2021. District acknowledges and agrees that District has the sole, exclusive and absolute discretion on whether to engage any Tutor/Proctor Candidate for services for and on behalf of District. District shall comply with all laws with respect to the Tutor/Proctor Candidates. Contractor shall prescreen Tutor/Proctor Candidates based on the lawful qualifications furnished in writing by District to Contractor, including having at least a bachelor's degree from an accredited educational institution, and shall forward to District the resumes or curriculum vitae of the Tutor/Proctor Candidates that Contractor believes satisfy the lawful qualifications furnished by District to Contractor. If District requires any replacements of Tutor/Proctor Candidates that become affiliated with the District, or any additional Tutor/Proctor Candidates, Contractor will use commercially reasonable efforts to assign Tutor/Proctor Candidates for District.

SERVICES:

3. **Background Checks.** For each Educator Candidate and Tutor/Proctor Candidate, Contractor shall, subject to any federal, state, or local laws, rules or regulations which may limit any HeyTutor action otherwise required by this Section 3, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to confirm that no such Educator Candidate and Tutor/Proctor Candidate has been convicted, within ten years, of any felony prior to beginning any affiliation with District under this Agreement, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft

Glendale Unified School

or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon prior to becoming affiliated with Candidate. District shall not permit any Educator Candidate and Tutor/Proctor Candidate having such a conviction to enter into any relationship with District, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole, exclusive and absolute discretion of District, said conviction has no reasonable relationship to the Educator Candidate's or Tutor/Proctor Candidate's fitness or trustworthiness to affiliate with the District.

4. **Point of Contact.** Each party will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the parties' obligations under this Agreement. Such points of contact shall be the initial points of contact with respect to any matters with respect to the day-to-day provision of such services and this Agreement, including attempting to resolve any issues that may arise during the performance of such Services.

Glendale Unified School

SCHEDULE A
FEEES

For the Services, District shall pay Contractor (i) Fifty-Five Dollars (\$55.00) for each and every hour of Educator Services by each Educator Candidate, and (ii) Forty-Five Dollars (\$45.00) for each and every hour of Tutor and Proctor Service by each Tutor/Proctor Candidate. District shall maintain accurate and complete records of the hours worked for Educator Services and Proctor Services.

Glendale Unified School

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

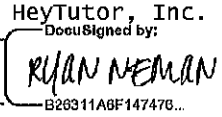
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 8/12/2021

Name of Contractor: HeyTutor, Inc.

Signature: 

Print Name and Title: RYAN NEMAN Founder

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

Glendale Unified School

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: Patrick McClure

Title: Head of Operations

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

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

Date: 8/12/2021

Name of Contractor or Company: HeyTutor, Inc.

Representative's Name DocuSigned by: RYAN NEMAN Founder

Signature: 
B2B311A6F147478...



Glendale Unified School

EXHIBIT

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

The undersigned declares:

I am the Founder of HeyTutor, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Aug. 12 [date], at Los Angeles [city], California [state].

DocuSigned by:
RYAN NEMAN
B26311A8F147476...
Signature
RYAN NEMAN
Print Name

Glendale Unified School

EXHIBIT

TUBERCULOSIS CLEARANCE

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

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

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

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

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: 8/12/2021

Name of Contractor:

HeyTutor, Inc.

Signature:

DocuSigned by:
RYAN NEMAN
B28311A8F147476...

Print Name and Title:

RYAN NEMAN

Services cannot be rendered until all documentation is submitted and final approval is received.

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. 6, September 28, 2021

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

BOARD OF EDUCATION MEETING NO. 6
UNADOPTED MINUTES
REGULAR MEETING, September 28, 2021

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Mr. Shant Sahakian, president of the Board of Education, at 4:40 p.m., on Tuesday, September 28, 2021, 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, Dr. Armina Gharpetian, Mr. Greg Krikorian, Ms. Nayiri Nahabedian, and Mr. Shant Sahakian.

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

PLEDGE OF ALLEGIANCE

Natalia Yapundjian, a 5th grade student at Balboa Elementary School, led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

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

APPROVAL OF AGENDA ORDER

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

PRESENTATION

1. Seating of Student Board Member

Brandon Doronila of Glendale High School was elected by the Student Advisory Council to serve as the Student Member of the Board of Education for the 2021-2022 School year. President Shant Sahakian administered the Oath of Office to Brandon Doronila.

MINUTES: September 28, 2021 – Regular Board Meeting

PRESENTATIONS (Continued)

2. Introduction of the Student Advisory Council

Members of the 2021-2022 Student Advisory Council were virtually introduced to the Board of Education.

3. Filipino American History Month

Filipino American History Month is celebrated in the Unified States during the month of October to bring awareness to the significant role Filipinos have played in American History. The Board of Education highlighted the following Filipino American employees for their significant impact on the GUSD community: Ms. April Faieta, Mr. Romer Ganiron, and Mr. Marc Reyes.

PUBLIC COMMUNICATIONS

1. Dorit Waldman asked that GUSD remove Learning for Justice from its curriculum and to adopt the standards by FAIR, the Foundation Against Intolerance and Racism, or the approach advocated by ACES, the Alliance For Constructive Ethnic Studies. The issue is Learning for Justice teaches children to view and describe patterns of behavior and moral failings based on their race. While she does not believe that GUSD intentionally chose this curriculum because it has dehumanizing language in it, now that you been aware of it you need to do something about it.
2. Jordan Henry, parent, shared a video produced by FAIR (Foundation Against Intolerance and Racism). FAIR has developed a “pro-human model” for K-12 that he encourages GUSD to view and adopt. Right now Glendale has the historic opportunity to set an example for the rest of the state to affirm a truly unbiased approach to education. Refer to Fairstory.org to learn more about this program.
3. Alicia Harris, social studies teacher at CVHS, said she graduated with degrees in U.S. History and American Government, and has been teaching since 1999. She learned about CRT in her graduate program along with many other theories and lenses to view history. These theories inform her work as a teacher in helping students to view history from multiple perspectives. She used the example of Thomas Jefferson and Frederick Douglas to make the point that they had different and equally important perspectives on independence. She is pleased with the Learning for Justice curriculum. She thanked the district leadership for supporting honest social studies education.
4. Conrad Pruitt, English teacher at Clark Magnet High since 2008, said he is currently finishing his doctorate in English literature with a specialization in theory. He said critical theory is one of many lenses you can view literature. He agrees with what Ms. Harris said that CRT being merely a lens. If anything, it is more inclusive of more perspectives, not closing them off. The frustrations from some community members seem unfounded considering CRT began as an analysis about government practice in the justice system. CRT is just another lens in getting to understand “positionality and intersectionality” in viewing how you construct your own cultural lens.

PUBLIC COMMUNICATIONS (Continued)

5. Patrick Davarharnian, social science department chair at Clark Magnet, said he has participated in GUSD's Curriculum Review Committee and the Culturally Relevant & Responsive Education group. Our district, with the guidance of exceptionally talented educators, has spent many hours analyzing and vetting social science textbooks. There is a lot of misinformation about what schools are teaching these days. He reassured everyone that this concern is artificial in nature. To inaccurately label any topic that includes race as CRT is not only disingenuous, but also incredibly dismissive of the many contributions of minority groups. We do not teach CRT. It is discussed in law schools, not in TK-12 education. Everyone should ask an educator what he or she is teaching in their classrooms before you rely on bias opinions from political commentators. We practice transparency. We understand the importance of inclusivity and accuracy. We deeply care for our students.
6. Chris Davis, GTA President and Clark Magnet teacher, echoed much of what was said by his fellow colleagues. Mr. Davarharnian shared the process that our district has used. We have adopted these standards. We use a process that is fair and it includes the voices of many to arrive at this decision. In listening to tonight's first two speakers, it is becoming more of an infomercial for the FAIR and ACES programs. He wonders what these community members fear. Our teachers are great people; they make the curriculum come alive. They teach because they love teaching children, and they want our students to come away as critical thinkers who are engaged in our community. He thanked the Board and Superintendent for standing firm on this decision and doing what is right for our students and community.
7. Liam Poertal Luchini, student, spoke about masks not being worn during recess. We should wear a mask when we are outdoors. In addition, at lunchtime we should social distance.
8. Linda Evans, former Glendale student, teacher, and retired CVHS principal, spoke about Action Report #2, the budget allocation for CVHS field project. She thanked everyone for getting this project. It has been a dream of the CV community since she attended CVHS. One change she noticed is the seating has gone from 3,400 to 1,744 for the stands. The current student body at CVHS is approximately 2,575. In the last 10 years, the average was about 2,800 students. We will not be able to seat the entire student body in the stands. The COVID experience taught us how important outdoor venues are.
9. Alex Stupakis, resident, lives ½ block away from CVHS. He thanked everyone involved for the approval of the CVHS field improvement project. If we added additional seating, we would have the capacity to accommodate graduation ceremonies and CIF events. The project will be a benefit to the community and GUSD.
10. Ken Biermann, resident and former CVHS administrator said, it gives him pleasure to talk about the athletic field projects. This has been a long time coming. Since 1960, the field stadium and lighting were proposed. Through the years, another group provided a field. At this time, it is needed to have this facility seat the entire student body. It is important that we look in the direction of seating for 3,400.

MINUTES: September 28, 2021 – Regular Board Meeting

CLOSED SESSION

The Board recessed to Closed Session at 5:45 p.m. to discuss the following:

1. Conference with GUSD Labor Negotiators pursuant to Government Code Section 54957.6:
Agency designated representatives: Dr. Darneika Watson and Mr. David Greco
Employee organization: Glendale Teachers Association and California School Employees Association-Glendale Chapter No. 3.
2. Conference with Legal Counsel – Litigation – Significant exposure to litigation pursuant to paragraph(2) of subdivision(d) of Section §54956.9:
 - (1) LA-CO-1800-E
 - (2) EEOC Charge No. 480-2021-02367
 - (3) EEOC Charge No. 480-2021-02814
 - (4) LA-CE-6656-E
3. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957
4. Threat to Public Services or Facilities (Government Code Section §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 7:40 p.m.

REPORTING OUT OF CLOSED SESSION

No action was taken during Closed Session.

SUPERINTENDENT'S UPDATE

1. College and Career Readiness – Dr. Narineh Makijan spoke about GUSD's programs in College and Career Readiness.

INFORMATION

1. Re-Opening Board of Education Meetings to the Public
2. Change to GUSD Student Quarantine Model
3. Proposed Basic Textbooks for Use in High Schools in the Area of Visual and Performing Arts
4. Proposed New Course of Study Outlines for Use in High Schools in the Areas of English and History-Social Science

MINUTES: September 28, 2021 – Regular Board Meeting

INFORMATION REPORTS (Continued)

5. ESSER III Expenditure Plan
6. Update on Measure S and Facility Programs
7. Update on Measure S and Facility Programs
8. Initial CSEA Proposal for 2021-2022 Reopener Contract Negotiations
9. Acknowledgements of Service

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

ACTION REPORTS

1. Approval of Resolution No. 3 to Certify the Environmental Impact Report (EIR) for the Crescenta Valley High School Field Improvements Project

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

2. Approval of Project and Budget Allocation for the Crescenta Valley High School Field Improvements Project

It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to approve Action Report No. 2, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

3. Approval of Change Order No. 1 to Bid No. 209-20/21 with Chalmers Construction Services, Inc. for the Crescenta Valley High School New Walk-In Freezer, and Notice of Completion

It was moved by Mr. Krikorian and seconded by Mrs. Freemon to approve Action Report No. 3, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

4. Approval of Agreement between Glendale Unified School District and Berlitz Languages Inc.

It was moved by Dr. Gharpetian and seconded by Ms. Nahabedian to approve Action Report No. 4, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

MINUTES: September 28, 2021 – Regular Board Meeting

ACTION REPORTS (Continued)

5. Award of Contract to A&B Construction Co. for HVAC Replacement Projects at Pacific Avenue Education Center

It was moved by Ms. Nahabedian and seconded by Dr. Gharpetian to approve Action Report No. 5, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

6. Approval of Services Agreement Between Glendale Unified School District and ATX Learning

It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to approve Action Report No. 6, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

7. Board of Education Meetings – AB 361

It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to approve the following motion: “Since the state of California has proclaimed a state of emergency due to the COVID-19 pandemic, the Board of Education will utilize the options provided in AB 361, authorizing teleconference meetings for the period of October 12 through November 12, 2021.” Motion unanimously approved by the following vote: AYES—Freemon, Gharpetian, Krikorian Nahabedian, and Sahakian.

CONSENT CALENDAR

1. Minutes
 - a. Regular Meeting No. 5, September 4, 2021
2. Certificated Personnel Report No. 5
3. Classified Personnel Report No. 5
4. Warrants totaling \$13,560,601.23 for August 26, 2021 through September 25, 2021
5. Purchase Orders totaling \$10,005,603.81 for the period of September 1, 2021 through September 17, 2021
6. Appropriation Transfer and Budget Revision Report
7. Resolution No. 4 – Board Member Compensation for an Absence in Accordance with Education Code Section 35120
8. Approval of Revised Memorandum of Agreement with the Los Angeles County Department of Parks and Recreation for Use of County Park Facilities
9. Approval of Pricing Amendment with ALC Schools, LLC for Alternative Student Transportation Services

MINUTES: September 28, 2021 – Regular Board Meeting

CONSENT CALENDAR (Continued)

10. Approval of Funding Redistribution for Safety and Security, Phase II Projects
11. Authorization to Dispose of Surplus Property
12. Agreement with California State University, Northridge
13. Approval of Services Agreement between Glendale Unified School District and Aimee Art Productions for Fremont Elementary School
14. Approval of Services Agreement between Glendale Unified School District and Parker-Anderson Enrichment for Lincoln Elementary School
15. Approval of Services Agreement between Glendale Unified School District and The Coding School for Elementary and Middle Schools
16. District Review Committee Membership 2021-2022
17. Acceptance of the Refugee School Impact (RSI) Funding
18. Agreement with CalState TEACH – Employment of students with Intern Credential
19. Agreement with CalState TEACH – Student Teaching Program
20. Acceptance of Gifts

It was moved by Mrs. Freemon and seconded by Dr. Gharpetian to approve the Consent Calendar, as presented. Motion approved unanimously except on Consent Calendar #7, in which Mr. Krikorian abstained. AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

REPORTS FROM THE BOARD

Mrs. Freemon said she appreciated our teachers who so eloquently explained what it is that we teach in Glendale and how we do it. It's "fake news" that GUSD has a CRT crisis. We do teach history that reflects the diversity of our nation. We do reflect upon how those visions of America have changed over time. It's never done in a way that makes students feel bad for being themselves. We understand that we are a diverse and inclusive nation and that we value everyone. She thanked the teachers for speaking up. She is looking forward to the GEF event. The YMCA Quarterback Club, which has been supporting our football teams, is meeting every Tuesday at the Oakmont Country Club at lunch.

Ms. Nahabedian also appreciated are teachers who spoke very clearly about what we are teaching in schools. We are teaching critical thinking and honest social studies curriculum, which is inclusive. We will continue to do that. It is the right thing to do. We have plenty of folks who know what is going on in GUSD, and we know we are on the right path. She enjoyed our Glendale Council PTA administrators' luncheon. She spoke about her attendance at the Five Star Coalition

REPORTS FROM THE BOARD (Continued)

meeting, which comprise of our neighboring school districts and looks forward to the GEF event.

Dr. Gharpetian enjoyed attending R.D. White's grand reopening of its renovated kitchen. She celebrated Roxanne O'Rourke at the LACOE Teachers of the Year award banquet. It was wonderful to be with 66 other school districts in LA County. To our parents, please be patient as we maneuver through these ever-changing guidelines during the pandemic. We are hopeful we are headed in the right direction. Lastly, she asked that we join our school PTA. It is only \$10 and it would go a long way for our students.

Mr. Krikorian gave a shout out to the Glendale Educational Foundation for supporting our schools. He will be missing the 17th Annual State of the Schools this Thursday, as he will be in Armenia visiting schools. He commented on Critical Race Theory. Everyone has a different perception of CRT. We need to come together and listen to each other. Some things are real and some things are myth. He thanked Alicia Harris, Sharon Wiseman, and Bill Wiseman. They were among the first contributors to Hye Hopes. Hye Hopes is now officially a 501(c) organization. They are helping the schools in Armenia with education and technology support. He announced the 32nd Annual Women Achievers event is scheduled for November 8. Among the honorees are Dr. Frieda Jordan, Marvel Ford, DeLynn Russell, Neda Farid, Yvette Davis-Vartanian, and Joan Zierhut.

Mr. Sahakian said it has been nice to celebrate several events including Hispanic Heritage Month, Filipino American History Month, and Solidarity Week. We are an inclusive district. He also attended the LACOE Teacher of the Year celebration honoring Roxanne O'Rourke, the R.D. White cafeteria grand reopening, and the GHS PTSA meeting on student safety. The State of the School breakfast is Thursday. Please support our Glendale Educational Foundation.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian thanked Alicia (Harris), Conrad (Pruitt), Patrick (Davarhanian), and Chris (Davis) who have worked proactively to ensure every student in our diverse community feels welcome in our schools, connected in our community, and engaged in learning. Disagreements in a civilized society are opportunities for us to clarify those points of views. Informing the community of something that is not happening in our school district is not acceptable. She requested that those who are attempting to do that give themselves the opportunity to see what is happening in our classrooms. They may not be parents in our school district. Our unified vision in putting our youth first and welcoming Brandon Doronila to our Board of Education is another opportunity to listen to our students' needs. We celebrated our Teacher of Year, Roxanne O'Rourke and the renovated cafeteria at Balboa Elementary. She announced Assistant Director Kamilah Williams has accepted a position closer to her home. She was part of the Nutrition Services family. We will miss her and wish her the best in her future endeavor.

MINUTES: September 28, 2021 – Regular Board Meeting

ADJOURNMENT

There being no further business, President Sahakian adjourned the meeting at 11:20 p.m.

Shant Sahakian
President, Board of Education

Gregory S. Krikorian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, September 28, 2021
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. 6

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

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Maternity Leave of Absence</u>		
1.	Alaverdyan, Nune Teacher, Regular 1 st Grade Columbus Elementary	10/28/21 through 12/09/21
2.	Asatryan, Arpi Teacher, Regular 9-12 Armenian Hoover High School	12/10/21 through 2/18/22
3.	Lee, Michelle Teacher, Regular 5 th Grade FLAG Monte Vista Elementary	11/10/21 through 3/01/22
4.	Pelka, Ashley Teacher, Regular 3 rd Grade Dunsmore Elementary	1/10/22 through 2/20/22
5.	Shabun, Daniella Teacher, Regular 3 rd Grade La Crescenta Elementary	9/21/21 through 6/10/22

Change of Maternity Leave of Absence

1.	Markarian, Jessica Teacher Specialist Special Education	10/08/21 through 12/17/21
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Parental Leave of Absence</u>		
1.	Pelka, Ashley Teacher, Regular 3 rd Grade Dunsmore Elementary	2/21/22 through 5/23/22
<u>Change of Parental Leave of Absence</u>		
1.	Spain, Julia G. Teacher, Regular 1 st Grade Cerritos Elementary	8/16/21 through 10/15/21
<u>Health Leave of Absence</u>		
1.	Arakelian, Diana Teacher, Regular Math Glendale High School	9/27/21 through 10/26/21
2.	Magran, Ilin Director Student Wellness Services Student Support Services	9/23/21 through 12/28/21
3.	Witler, Esther Teacher, Regular Spanish Crescenta Valley High School	9/13/21 through 11/28/21
<u>Extension of Health Leave of Absence</u>		
1.	Kamiya, Randall Teacher, Regular Roosevelt Middle School	9/20/21 through 10/11/21
2.	Makasjian, Liza Teacher, Early Education Verdugo Woodlands ES CDCC	3/23/21 through 11/01/21

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Health Leave of Absence (Cont.)</u>			
3.	Sparks, Ashley	Teacher, Regular Intervention Columbus Elementary	8/10/21 through 9/28/21
4.	Sparks, Ashley	Teacher, Regular Intervention Columbus Elementary	8/10/21 through 10/18/21
<u>Family & Medical Leave of Absence</u>			
1.	Alaverdyan, Nune	Teacher, Regular 1 st Grade Columbus Elementary	10/28/21 through 12/09/21
2.	Arakelian, Diana	Teacher, Regular Math Glendale High School	9/27/21 through 10/26/21
3.	Asatryan, Arpi	Teacher, Regular 9-12 Armenian Hoover High School	12/10/21 through 2/18/22
4.	Lee, Michelle	Teacher, Regular 5 th Grade FLAG Monte Vista Elementary	11/10/21 through 3/01/22
5.	Magran, Ilin	Director Student Wellness Services Student Support Services	9/23/21 through 12/20/21
6.	Pelka, Ashley	Teacher, Regular 3 rd Grade Dunsmore Elementary	1/10/22 through 4/13/22
7.	Shabun, Daniella	Teacher, Regular 3 rd Grade La Crescenta Elementary	9/21/21 through 1/11/22

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Family & Medical Leave of Absence (Cont.)</u>		
8.	Witler, Esther Teacher, Regular Spanish Crescenta Valley High School	9/13/21 through 11/28/21
<u>Change of Family & Medical Leave of Absence</u>		
1.	Markarian, Jessica Teacher Specialist Special Education	10/08/21 through 12/17/21
2.	Spain, Julia G. Teacher, Regular 1 st Grade Cerritos Elementary	8/16/21 through 10/15/21
<u>Extension of Family & Medical Leave of Absence</u>		
1.	Kamiya, Randall Teacher, Regular Roosevelt Middle School	9/20/21 through 10/11/21
2.	Kneisel, Josephine Teacher, Temp Contract 3 rd Grade Cerritos Elementary	7/13/21 through 10/18/21
3.	Sparks, Ashley Teacher, Regular Intervention Columbus Elementary	8/10/21 through 9/28/21
4.	Sparks, Ashley Teacher, Regular Intervention Columbus Elementary	8/10/21 through 10/18/21
<u>Additional Assignment</u>		
1.	Abisaab, Bassam Arakelyan, Garegin Calvario, Nathaniel Kaufman, Sharon Lopez, Laura Sood, Vandana Teachers will be tutoring students outside their contractual dates to provide accelerating progress to close learning gaps for. Hoover High School	7/01/21 through 6/30/22 \$34.00 per hour Not to exceed \$70,000.00 total 01.0 74250.0 11303 10000 1130 0300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
2.	Alarcon, Jamie Amir Ali, Kiran Batres, Lorena Baznekian, Aleks Bowman, John Chitgian, Jennifer Curtiss, Alison Gonzalez, Roxana Hohensee, Susan Kakosian, Sosi Kmbikyan, Alis Kmbikyan, Marta Liverett, Richard Minasyan, Nvard	Teacher Specialists and Teachers, as needed, to assist with books/materials distribution for GUSD Independent Study Program as needed. 9/11/21 through 6/30/22 Hourly rate of pay Not to exceed 10 hours each Independent Study (Verdugo Academy) 01.0 00000.0 33000 10000 1130 0410000
3.	Barnett, Kathy Boggs, Arus Chui, Derek Chui, Peggy Corluyan, Nooneh Fitzgibbons, Jodi Gifford, Robert Gonzalez, Katie Hansen Bringas, Karla Jenks, Lisa Lau, Celeste Lee, Christine McKovich, Kelsey Neskovska, Elizabeth Park, Yoon Pursel, Jeanne Rovetto, Melissa Weller, Emily	Teachers, as needed, to provide after school homework help via zoom for students who need extra support. One night a week for 45 minutes. Valley View Elementary 9/20/21 through 6/10/22 \$34.00 per hour Not to exceed \$7,200.00 74250.0 11301 10000 1000 1130 4100000
4.	Der Gevorkian, Narbe Frazer, Steven Isayan, Sevada Khatchatryan, Narine	Teachers, as needed, for supervision of students at Clark Magnet High School. 8/08/21 through 6/13/22 Regular rate of pay Not to exceed \$40,000.00 01.0 74250.0 11303 10000 1110 0900000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>			
5.	Khodagulyan, Tatevik Zimmerman, Anders	LIM Lighthouse Coordinator planning days. Columbus Elementary	8/18/21 through 6/30/21 Substitute rate of pay at \$165.00 per day. Not to exceed \$1,000.00 21-22 Expanded Learning Opportunities Grant 01.0 74250.0 11301 10000 1160 2300000
6.	Brown, Kelly	Teacher, as needed, for Chorus Director for the 21-22 school year. Franklin Magnet School	9/20/21 through 6/10/22 Not to exceed \$1,210 per semester. 01.0 00000.0 17001 1170 2700000
7.	De Kruyf, Anna K.	Teacher, as needed, to assist student at CVHS during water polo practice after school. Special Education	9/07/21 \$34.00 per hour Not to exceed 2 hours Special Education – SAI Core SC 01.0 65000.0 57601 11100 1130 0000600
8.	Harber, Christiane	Intervention teacher, as needed at Monte Vista Elementary.	12/14/21 through 5/26/22 \$220.00 per day Not to exceed 3 days per week Not to exceed \$16,500.00 ELO Grant 01.0 74250.0 11301 10000 1130 3700000
9.	Isayan, Sevada	Teacher, as needed, to provide class coverage at Clark Magnet High School.	8/16/21 through 6/13/22 Regular rate of pay Not to exceed 30 hours 01.0 74250.0 11303 10000 1110 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
10.	Ly, Veronica Teacher Specialist, as needed, to assist with the closing of the 20-21 school year, preparing reports and other documents at Glenoaks Elementary.	6/07/21 through 7/31/21 Hourly rate of pay Not to exceed 22 hours total Supplemental 01.0 01000.0 11100 10000 1130 2900000
11.	Silva, Francesca Teacher Specialist, as needed, to open and close the 21-22 school year, preparing and completing required tasks and documents at Glenoaks Elementary School.	8/02/21 through 6/30/22 Daily rate of pay Not to exceed 10 days total Supplemental 01.0 01000.0 11100 10000 1130 2900000
12.	Silva, Francesca Teacher Specialist, as needed, to open and close the 21-22 school year, preparing and completing required tasks and documents at Lincoln Elementary School.	8/02/21 through 6/30/22 Daily rate of pay Not to exceed 10 days total Supplemental 01.0 01000.0 11100 10000 1130 3300000

Election to Management Position

1.	Bailey, Charel Coordinator I, Probationary 1 st year Student Support Services	Effective 10/13/21 210 days
2.	Beltran, Orlando Assistant Principal, Probationary, 1 st year Crescenta Valley High School	Effective 10/27/21 210 days

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Assignment</u>			
1.	Guevara, Luis A.	TO: Teacher Specialist Special Education FROM: Teacher, Special Education Dunsmore Elementary	Effective 8/16/21 186 days
2.	Salinas, Rose	TO: Counselor Roosevelt Middle School FROM: Teacher, Special Education Cloud Children's Center	Effective 9/23/21 201 days
<u>Election</u>			
1.	Cate, Laura	Teacher, Temp Contract Roosevelt Middle School	9/22/21 through 6/14/22
2.	Cho, Kristy	Teacher, Temp Contract GUSD Independent Study	9/13/21 through 6/14/22
3.	Darmanian, Leona	Teacher, Temp Contract Marshall Elementary	9/15/21 through 6/14/22
4.	Derzakharian, Natalie	Teacher, Temp Contract Special Education Marshall Elementary	8/16/21 through 6/14/22
5.	Flores, Karen	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
6.	France, Megan	Teacher, Temp Contract Marshall Elementary	9/28/21 through 6/14/22
7.	Grigorian, Molly	Nurse, Temp Contract Verdugo Woodlands ES/ Glenoaks Elementary	9/27/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election</u>			
8.	Mazmanian, Suzie	Teacher, Temp Contract GUSD Independent Study	9/13/21 through 6/14/22
9.	Pearson, Lori	Teacher, Temp Contract Glenoaks Elementary	9/29/21 through 6/14/22
10.	Sasmita, Alexa	Teacher, Temp Contract Special Education	9/30/21 through 6/14/22
11.	Singh, Shalini	Teacher, Temp Contract CTE Clark Magnet High School	9/10/21 through 6/14/22 40%
12.	Underwood, Vincent	Teacher, Temp Contract Toll Middle School	9/10/21 through 12/17/21
13.	Wartanyan, Sary	Teacher, Temp Contract CDCC	9/09/21 through 6/14/22
<u>Election Hourly/Daily</u>			
1.	Appell, Kathryn Gilbaugh, Karen Nazaryan, Talin Wathen, Youngmi	Teachers, as needed, to provide homework help to students at Lincoln Elementary.	9/01/21 through 6/15/21 \$34.00 per hour Not to exceed \$800 each 01.0 74250.0 00000 21400 1130 0000618
2.	Caban, Crystal Hakobyan, Nare Villegas, Vanessa	Teachers, as needed, to develop lessons, materials and website resources for Integrated and Designated ELD instruction at Glendale High School.	9/29/21 through 1/01/22 \$31.00 per hour to plan Not to exceed 15 hours each total Title I 01.0 30100.0 11100 10000 1130 0200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
3.	Andreas, Andre Anker, Michael Avery, Lisa Bakas, Lisa Baldwin, Amanda Bedrousi, Miro Buyer, James Chappell, Robert Cheon, Yunseong Cho, Jordan Cole, Jessica Combs, Sarah Jo Curtis, Elizabeth DaVolio, Jacqueline Dawson, Angelina DiCarlo, Nicola Fox, Stacy Ghim, Yong Giraco, Maria Goulas, Evangelina Grant, Adam Gruss, Margaret Hoang, Kevin Hutchinson, Breanna Khatchetourian, Daniella Kim, Hamilton Kracker, Shannon Kwong, Eric Lee, Jee Eun Leininger, Lorena McMillin, Krista Moon, Christina Mori, Michelle Mustain, James O'Rourke, Sean Oh, Junnie Olmedo, Jorge Perez-Santamaria, Jennifer Riehl, Carla	Teachers, as needed, to provide extra supervision at lunchtime at Rosemont Middle School.	8/16/21 through 6/30/22 \$34.00 per hour Not to exceed \$14,450.00 01.0 0000.0 11309 10000 5815 0600000

Position

Effective Dates
And Salary Rate

Election Hourly/Daily (Cont.)

3. Rivera, Laura
- Sion, Caroline
- Schechter, Anna
- Stein, Stephanie
- Tyler, Ian
- Vakian, Mike
- Welsh, Janet
- Yonkers, Rodney
- Reed, Samuel
- Young, Celine
- Zimmer, Jennifer
- Zuniga, Jennifer

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
4.	Cohort 1 Alarcon, Jamie Clark-Reed, Shannon Khachatryan, Narine Lim, Jessie Manalo, Michelle Mazza, Cristina Mckovich, Kelsey Oh, Junnie Petrosian, Jozet Sasse, Collin Velasquez, Arturo Cohort 2 Albin, Deborah Azaryan, Marina Blessinger, Michelle Calvario, Nathaniel G. Demirchyan, Armen Gonzalez, Jose Alfredo Hakushi, Kumiko Hamo, Matthieu Huleis, Lana Kamiya, Randall Lockhart, Anthony Lowe, Kristine Myles, Robbie Palian, Amy Perkins, Thea Piscitelli-Carrasco, Antonia Poole, Jacob Satamian, Taline Scott-Sawyer, Shari Shahbazian, Edit Stanley, Christopher Tiber, Tammy Valdivia-Abdallah, Vera Yeung, Aradar	Teachers, teacher specialists, as needed, to attend SAMR workshops focusing on tech integration and differentiation of instruction using tech tools that are readily available to teachers such as Chromebooks and Google Apps for Education. Equity, Access and Family Engagement	9/20/21 through 6/30/22 From 9/20/21 through 12/31/21 participants will be paid at their regular hourly rate of pay. Not to exceed 2 hours each for Cohort 1 participants and 14 hours each for Cohort 2 participants From 1/01/22 participants will be paid \$31.00 per hour Not to exceed 13 hours each for Cohort 1 participants and 14 hours each for Cohort 2 participants. Not to exceed \$50,000.00 total Title IV 01.0 41270.0 11100 10000 1130 0000673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
5.	Baldwin, Justine Bamberger, Debra Buckhoff, Suzanne Brohier, Ruwani Cannon, Melissa Choi, Unis Chung, Joanne Dreyfuss, Kellie Duncan, Laura Ghielmetti, Olivia Heinzman Pimenta, Michelle Hewitt, Michael Hong, Jenny Huleis, Lana Kim, Liz Lee, Ellyn Lee, SoYoung Lee, Su Youn Manaka, Patricia Manukyan, Edita Oh, Sae Pak, Eunice Park, Julie Park, Yoon Partikian, Talin Ricasa, Christine Rosen, Suzanne Sahakian, Lala Shin, Ah Reum Sim, Soo Vardani, Agnessa Vartanian, Tenee Wong, Naehi Yi, Judy You, Esther Youn, Darae	Teachers and Teacher Specialist, as needed, to support the educational process at Mark Keppel Elementary School	8/16/21 through 6/13/22 \$34.00 per hour to teach \$31.00 per hour to plan Not to exceed \$15,000.00 total Title I 01.0 30100.0 11100 10000 1130 3100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
6.	Alvarado, Paul Arjoyan, Anita Arlington, Alicia Asadourian, Mirna Barakezyan, Armenuhi Beard, David Carroll, John Cerde, Humberto Dishchekian, Anzhela Dall, Jennifer Doody, Melanie Elzanaty, Mohammed Emmett, Raetta Galdamez, Henry Ganevsky, Kent Garcia, Sandra Ghazaryan, Laura Glyptis, Helen Goldsbury, Janet Gonzales, Elena Gonzalez, Elwing Hamdan, Joyce Hartooni, Armineh Kamiya, Randall Lester, Keith Maleque, Yasmin Marmie, Kenneth Mercado, Geraldine Ortiz, Wilbert Pascale, Jean-Marie Petrosian, Jozet Rodriguez, Corina Sheldon-Williams, Grace Suhr, Ashley Valenzuela, Laura Vargas, Kari Ventresca, Dianne Villegas, Elvia Wolcott, Kenneth	Teachers and teacher specialist, as needed, to provide students with targeted intervention in English Language Arts after school at Roosevelt Middle School.	9/29/21 through 6/13/22 \$31.00 per hour for prep \$34.00 per hour for teaching Not to exceed \$9,563.00 Title III – EL 01.0 42030.0 11100 10000 1130 0500673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
8.	Almazan, Seth Avanes, Polien Batista, Lleana Beghouzian, Katharine Calva-Despard, Michelle Camacho, Jennifer Collaso, Margarita Gallegos, Rosalinda Goco-Schultz, Margarita Gureghian, Sarine Hagopian, Ashken Halawi, Zeinab Huleis, Rana Jurado, Deneil Luna, Maria Malik, Muhaimin Mancilla, Susana Matevosian, Arpine McCabe, Rose McTear, Brady Medina, Rocio Meza, Emily Montes, Karen Navarro, Nancy Ojeda, Marisol Ortega, Claudia Prado, Iracema Reuter, Andrea Salazar Hernandez, Lupe Salazar, Vittorio Sanchez, Savannah Sohomoniantz, Elizabeth Sondergaard, Roger Switzer, Ann Tiscareno, Araceli Turdjian, Lusine Valdez, Cynthia Varela, Miriam Williams, Caitlin	Teachers, as needed, to attend after school professional development meetings, focus on instructional strategies that benefit the diverse population that support language proficiency of EL students.	10/01/21 through 6/30/22 \$31.00 per hour Not to exceed \$9,236 Title III – EL 01.0 42030.0 11100 10000 1130 2500673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
8.	Wisinski, Robyn Yang, Catherine	
9.	Almazan, Seth Avanes, Polien Batista, Lleana Beghouzian, Katharine Calva-Despard, Michelle Camacho, Jennifer Collaso, Margarita Gallegos, Rosalinda Goco-Schultz, Margarita Gureghian, Sarine Hagopian, Ashken Halawi, Zeinab Huleis, Rana Jurado, Deneil Luna, Maria Malik, Muhaimin Mancilla, Susana Matevosian, Arpine McCabe, Rose McTear, Brady Medina, Rocio Meza, Emily Montes, Karen Navarro, Nancy Ojeda, Marisol Ortega, Claudia Prado, Iracema Reuter, Andrea Salazar Hernandez, Lupe Salazar, Vittorio Sanchez, Savannah Soghomoniantz, Elizabeth Sondergaard, Roger Switzer, Ann Tiscareno, Araceli Turdjian, Lusine	Teachers, as needed, to provide after school intervention focused on literacy skills, math skills and English learner support or attend after school professional development meetings. Edison Elementary
		10/01/21 through 6/30/22 \$31.00 per hour for PD meetings \$34.00 per hour for working with students Not to exceed \$7,017 Elementary Intervention 01.0 02000.0 11304 10000 1130 2500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
9.	Valdez, Cynthia Varela, Miriam Williams, Caitlin Wisinski, Robyn Yang, Catherine	
10.	Ahn, Linda Ainian, Juliet Baldwin, Justine Bamberger, Debra Buckhoff, Suzanne Brohier, Ruwani Cannon, Melissa Choi, Unis Chung, Joanne Dreyfuss, Kellie Duncan, Laura Ghielmetti, Olivia Heinzman-Pimenta, Michelle Hewitt, Michael Hong, Jenny Huleis, Lana Kim, Liz Lee, Ellyn Lee, So Young Lee, Su Youn Manaka, Patricia Manukyan, Edita Oh, Sae Pak, Eunice Park, Julie Park, Yoon Partikian, Talin Ricasa, Christine Rosen, Suzanne Sahakian, Lala Shin, Ah Reum Sim, Soo	Teachers, as needed, to support intervention before and after school hours at Keppel Elementary. 9/22/21 through 6/13/22 \$34.00 per hour \$31.00 per hour for planning Not to exceed \$8,881 Title III 01.0 42030.0 11100 10000 1130 3100673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
10.	Vardani, Agnessa Vartanian, Tenee Wong, Naehi Yi, Judy You, Carolina You, Esther Youn, Darae	
11.	Ahn, Linda Ainian, Juliet Baldwin, Justine Bamberger, Debra Buckhoff, Suzanne Brohier, Ruwani Cannon, Melissa Choi, Unis Chung, Joanne Dreyfuss, Kellie Duncan, Laura Ghielmetti, Olivia Heinzman-Pimenta, Michelle Hewitt, Michael Hong, Jenny Huleis, Lana Kim, Liz Lee, Ellyn Lee, So Young Lee, Su Youn Manaka, Patricia Manukyan, Edita Oh, Sae Pak, Eunice Park, Julie Park, Yoon Partikian, Talin Ricasa, Christine Rosen, Suzanne Sahakian, Lala	Teachers, as needed, to support intervention before and after school hours at Keppel Elementary. 9/22/21 through 6/13/22 \$34.00 per hour \$31.00 per hour for planning Not to exceed \$5,603 Elementary Intervention 01.0 02000.0 11304 10000 1130 3100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
11.	Shin, Ah Reum Sim, Soo Vardani, Agnessa Vartanian, Tenee Wong, Naehi Yi, Judy You, Carolina You, Esther Youn, Darae	
12.	Khodabakshi, Arlet Masoumi, Fariba Vasquez, Yuritzzy Wartanyan, Sary	Head Teachers, Teachers, as needed, for Child Development & Child Care (CDCC). 7/01/21 through 6/30/22 \$34.00 per hour Not to exceed 100 hours each Child Development Activities 12.0 50251.0 85000 10000 1130 0000671 Self-Supporting Combined 01.0 91500.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1130 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1130 0000671 California State Preschool 12.0 61052.0 85000 10000 1130 0000671 RAP 01.0 91100.0 85000 10000 1130 0000671 LCAP 01.0 00000.0 11100 10000 1130 00001671 Child Development Activities 12.0 61051.0 85000 10000 0000671

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
13.	Avetic, Sandy Boker, Antonella (sub) Brouwer Lallama, Genie Marie (sub) Carbajal, Laura Castro, Roxana Cota, Pamela DeVito, Luigi (sub) Garcia, Jacqueline (sub) Gargiulo, Jill Genachte, Delphine Hartel, Antonella Hewitt, Gloria Lemaire, Michele Lubatti, Henri (sub) Mazza, Cristina Miller, Robert Moine-Webster, Catherine Petriella, Libera Pino, Daniela Rodriguez, Sonya Sanchez, Myrna Sardella, Simona Satamian, Taline Schneider, Ute Shakra, Nadia Tacata, Jessica Tumoine, Audrey Tupanjanin, Elke Valdivia-Abdallah, Vera Vallejos, Isias Zhu, Ningchuan	Teachers and substitute teachers, as needed, to teach intervention or enrichment classes after school at Franklin Magnet School for the 21-22 school year.	10/04/21 through 6/03/22 \$34.00 per hour to teach \$31.00 per hour for prep time Not to exceed the sum of \$10,000.00 total ELO Grant 01.0 74250.0 11301 10000 1130 2700000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
14.	Hutchinson, Breanna Sion, Carolyn	Teacher, as needed, to work with students in the production and dissemination of TUPE materials for Rosemont Middle School's TUPE Project ABCD.
		8/18/21 through 6/30/22 \$34.00 per hour Not to exceed 30 hours each TUPE Grades 6-12, Tier 2 01.0 66904.0 11100 10000 1130 0002682
15.	Allen, Richard Avila, Betsy deKeyzer, Cynthia Desir, Stanley Diaz, Miranda French-Smith, Mary Goldsworthy, Tricia Hensley, Brandon Jagusch, Casey Khachaturova, Ilona Markarian, Liana Masatani, Daniela McFarlene, Laurie Melikyan, Arman Reinhardt, Shannon Tarallo, Juliana	Substitute Teachers, as needed, for 21-22 school year.
		9/01/21 through 7/15/22 \$165.00 per day 01.0 00000.0 19004 10000 1160 0004615
16.	Alarcon, Jamie	Teacher Specialist
	Daily High School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 31820.0 11100 10000 1130 0400000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
17.	Arakelian, Talin	Teacher, Regular Science Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
18.	Bakas, Katia M.	Teacher, Regular History Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
19.	Bedrousi, Miro	Teacher, Regular Science Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
20.	Belou, Ibrahim	Teacher, Regular Physical Education Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
21.	Buyer, James A.	Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
22.	Caban, Crystal	Teacher, Regular ELD Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
23.	Caddel, Cindy	Teacher, Regular Foreign Language Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
24.	Campbell, Joseph	Teacher, Regular Construction Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
25.	Chiechi, Karen	Administrator, as needed, to provide support to the Human Resources Department.	10/01/21 through 6/30/22 \$70.00 per hour Not to exceed 200 hours 01.0 00000.0 00000 72002 1334 0001615
26.	Cho, Jamie J.	Teacher, Regular English Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
27.	Clark-Reed, Shannon Teacher, Regular Tech Coach Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11100 10000 1110 0200000
28.	Cole, Jessica Teacher, Regular Elective Rosemont Middle School	1/10/22 through 6/30/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
29.	Cuevas, Monica Teacher, Regular Culinary Arts Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
30.	Curtis, Elizabeth Teacher, Regular English Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
31.	Davolio, Jacqueline A. Teacher, Regular Math Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
32.	Dawson, Angelina Teacher, Regular History Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
33.	DiCarlo, Nicola Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
34.	Gervacio, Loreann CTE Teacher Professional Development hours	6/26/21 through 6/30/22 \$31.00 per hour Not to exceed 500 hours CTEIG 01.0 63870.5 38000 10000 1130 0000684
35.	Ghim, Yong O. Teacher, Regular Science Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
36.	Giraco, Maria Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
37.	Gruss, Margaret	Teacher, Regular Math Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000
38.	Hakobyan, Nare	Teacher, Regular ELD Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
39.	Hoang, Kevin	Teacher, Regular Math Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
40.	Hutchinson, Breanna	Teacher, Regular Physical Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
41.	Jahshan, Nabila	Teacher, Regular Science Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
42.	Karamanoukian, Gohar Substitute teachers, as needed, for Child Development and Child Care (CDCC).	7/01/21 through 6/30/22 \$165.00 per day Not to exceed 186 days Child Development Activities 12.0 50251.0 85000 10000 1160 0000671 Self-Supporting Combined 01.0 91500.0 85000 10000 1160 0000671 Child Development Activities 12.0 61051.0 85000 10000 1160 0000671 Self-Support Daycare 01.0 91400.0 85000 10000 1160 0000671 State Preschool 12.0 61050.0 85000 10000 1160 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1160 0000671 Self-Support Preschool 01.0 91300.0 85000 10000 1160 0000671 California State Preschool 12.0 61052.0 85000 10000 1160 0000671
43.	Kasmanian, Janna CTE Teacher for curriculum writing and professional development.	7/01/21 through 6/30/22 \$31.00 per hour Not to exceed 700 hours CTE 01.0 73702.3 38000 10000 1130 0000684
44.	Khalatyan, Gohar Teacher, Regular Science Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
45.	Khatchetourian, Daniella Teacher, Regular Special Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65460.0 57608 11200 1110 0000600
46.	Kim, Hamilton T. Teacher, Regular History Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
47.	Kmbikyan, Marta Teacher, Regular 9-12 Program & WASC Coord. Verdugo Academy-IS	8/16/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 33000 10000 1130 0410000
48.	Knight, Jacqueline Assistive Technology, as needed, to attend SAMR Workshop. Equity, Access and Family Engagement	9/20/21 through 6/30/22 Regular hourly rate of pay Not to exceed 2 hours Not to exceed \$250.00 total Title II 01.0 40352.0 11100 10000 1130 0000673
49.	Kracker, Shannon Teacher, Regular English Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
50.	Lee, Jeenie	Teacher, Regular Math Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000
51.	Mamtora, Shraddha	Career Technical Education (CTE) after school teacher.	6/26/21 through 6/30/22 \$50.00 per hour Not to exceed 220 hours CTEIG 01.0 63870.5 38000 10000 1130 0000684
52.	Martin Del Campo, Valentina	Teachers, as needed, to provide support to student with medical needs. Muir Elementary	8/18/21 through 6/13/22 \$31.00 per hour for prep time \$34.00 per hour for teaching Not to exceed 5 hours of teaching time and 1 hour of prep time per week. Home Hospital 01.0 00000.0 19029 10000 1130 0005682
53.	Meza, Cynthia	Teacher, as needed, to plan for student intervention at La Crescenta Elementary.	9/20/21 through 6/13/21 \$31.00 per hour 1 hour per day, not to exceed 4 days each week. ELO Grant 01.0 74250.0 11301 10000 1130 3200000
54.	McMillin, Krista L.	Teacher, Regular Science Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
55.	Mori, Michelle	Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
56.	Mustain, James R.	Teacher, Regular Physical Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
57.	Narvaez-Rivera, Laura	Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
58.	Oh, Junnie E.	Teacher, Regular Science Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
59.	Okuda, Tae	Teacher, Regular Japanese Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
60.	Olmedo, Jorge H.	Teacher, Regular Physical Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
61.	Ophoven, Barbara	Retired teacher, as needed, to translate instructional materials to German Teaching & Learning	9/01/21 through 6/30/22 \$31.00 per hour Not to exceed 100 hours 01.0 07405.0 11100 10000 1130 0000618
62.	O'Rourke, Sean S.	Teacher, Regular Math Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0600000
63.	Palmer, Kelly	Teacher, as needed, to teach College Entrance Essay Writing and College Readiness after school at Glendale High School.	9/28/21 through 6/10/22 \$34.00 per hour to teach Not to exceed 90 hours total Title I 01.0 30100.0 11100 10000 1130 0200000
64.	Palmer, Kelly	Teacher, Regular English Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
65.	Perez-Santamaria, Jennifer	Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
66.	Porter, Tiffany	Teacher, Regular Culinary Arts Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
67.	Postajian, Sona	Teacher, Regular English Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
68.	Raij, Yvie	Teacher, Regular Digital Arts Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
69.	Rangel, Amy	Teacher, Regular Music Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
70.	Riehl, Carla	Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
71.	Sion, Caroline	Teacher, Regular Physical Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
72.	Stafford, Electra	Teacher, Regular Restorative Practices Coach Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 30100.0 11100 10000 1110 0200000
73.	Stein, Stephanie	Teacher, Regular English Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
74.	Tyler, Ian	Teacher, Regular Special Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57608 11200 1110 0000600

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
75.	Vakian, Mike	Teacher, Regular Special Education Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57608 11200 1110 0000600
76.	Venier, Daniel	Teacher, Regular Science Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0200000
77.	Watter, Michael	Teacher, Regular ALEKS – Math Intervention Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 33120.0 57600 11100 1110 0000600
78.	Welsh, Janet	Teacher, Regular English Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
79.	Yahiayan, Natalie	Teacher Specialist, as needed, to assist with the opening and closing of the 21-22 school year at Marshall Elementary.	8/06/21 through 6/30/22 Daily rate of pay Not to exceed 10 days total Title I 01.0 30100.0 11100 10000 1130 3600000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
80.	Yong, Alma Teacher, Regular English Intervention Glendale High School	8/18/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 33120.0 57600 11100 1110 0000600
81.	Young, Celine C. Teacher, Regular Electives Rosemont Middle School	8/16/21 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000
82.	Zimmer, Jennifer Teacher, Regular Elective Rosemont Middle School	8/16/21 through 12/17/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0600000

Transportation Authorization – Management Position

1. It is recommended that person in the following management position be authorized to receive reimbursements for transportation expenses at the rate of 56¢ per mile, effective July 1, 2021 – June 30, 2022.

225 Day Employees

Director, Innovation, Instruction, Assessment & Accountability

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 1, July 13, 2021	
	<u>Page 36, Item 26</u>	
	Hakopian, Narineh	Teacher Specialist, as needed, to coordinate and supervise with families during Summer Academy. Equity, Access and Family Engagement
		7/24/21 through 8/28/21 Daily rate of pay Not to exceed 5 days 01.0 42160.0 11100 10000 1130 0000673
	Change account number to read:	01.0 42161.0 11100 10000 1130 0000673
2.	Revision to Board Report No. 1, July 13, 2021	
	<u>Page 20, Item 7</u>	
	Various names	Teachers, Teacher Specialists and other staff members, as needed, to participate in professional training sessions collaboration, curriculum development, student support needed to organize, supervise and tutor, teacher/parent guardian meetings at Hoover High School.
		7/01/21 through 6/30/22 \$31.00 per hour for planning \$34.00 per hour to teach Not to exceed \$8,000.00 total Supplemental 01.0 01000.0 11100 10000 1130 0300000
	Remove the following names:	
	Emmett, RaeEtta	
	Vargas, Kari	
	Add the following names:	
	Eulmessekkian, Pateel	
	Suri, Lara	

Effective Dates
And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

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

Page 32, Item 11

Various names

Teachers, Teacher Specialists and other staff members, as needed, to participate in professional training sessions, collaboration, curriculum development, student support needed to organize, supervise and tutor, teacher/parent guardian meetings at Hoover High School.

7/01/21 through 6/30/22
\$31.00 per hour for planning
\$34.00 per hour to teach
Not to exceed \$20,000.00 total
Title I
01.0 30100.0 11100 10000 1130
0300000

Remove the following names:

Emmett, RaeEtta
Vargas, Kari

Add the following names:

Eulmessekkian, Pateel
Suri, Lara

4. Revision to Board Report No. 5, September 28, 2021

Page 16, Item 13

Various names

Teachers, as needed, for collaboration and for instructional planning at Marshall Elementary School.

8/20/21 through 6/17/22
\$31.00 per hour to plan
Not to exceed \$21,100.00 total
Title I
01.0 30100.0 11100 10000 1130
3600000

Add the following names:

Botts, Narineh
Derzakharian, Natalie
Wick, Jennifer

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
5.	Revision to Board Report No. 5, September 28, 2021	
	<u>Page 13, Item 5</u>	
	Various names	9/01/21 through 6/13/22 \$34.00 per hour Not to exceed \$35,000.00 Expanded Learning Opportunities Grant 01.0 74250.0 11303 10000 1130 0900000
	Teachers, as needed, for after school support and tutoring students at Clark Magnet High School	
	Add the following names: Eisenstein, Andrew Franks, Robert Singh, Shalili	
6.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 35, Item 17</u>	
	Various names	8/23/21 through 6/10/22 \$34.00 per hour to work with students Not to exceed \$10,000.00 total Title I 01.0 30100.0 11100 10000 1130 0500000
	Teachers and Substitute Teachers, as needed, to provide extended learning and support students with tutoring after school at Roosevelt Middle School.	
	Add the following names: Cate, Laura Ghazaryan, Laura	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
7.	Revision to Board Report No. 2, August 10, 2021	
	<u>Page 37, Item 22</u>	
	Various names	
	Head teachers, teachers, as needed, for Child Development & Child Care (CDCC)	7/01/21 through 6/30/22
		Hourly rate of pay
		Not to exceed 100 hours each
		Child Development Activities
		12.0 50251.0 85000 10000 1130
		0000671
		Self-Support Combined
		01.0 91500.0 85000 10000 1130
		0000671
		Self-Supporting Daycare
		01.0 91400.0 85000 10000 1130
		0000671
		After School Education & Safety
		01.0 60100.0 11100 10000 1130
		0000671
		California State Preschool
		12.0 61052.0 85000 10000 1130
		0000671
		RAP
		01.0 91100.0 85000 10000 1130
		0000671
		LCAP
		01.0 00000.0 11100 10000 1130
		00001671
		Child Development Activities
		12.0 61051.0 85000 10000 0000671
		State Preschool
		12.0 61050.0 85000 10000 1130
		0000671
		Self-Support Preschool
		01.0 91300.0 85000 10000 1130
		0000671

Add the following names:
 Khodabakhshi, Arlet
 Masoumi, Fariba
 Vasquez, Yuritz
 Wartanyan, Sary

Position

Effective Dates
 And Salary Rate

Revision to Previous Personnel Report (Cont.)

8. Revision to Board Report No. 5, September 28, 2021

Page 12, Item 3

Various names

Teachers, grades 1-6, as needed, to provide online after school math support at La Crescenta Elementary.

8/18/21 through 6/13/22
 \$34.00 per hour
 1 day per week, per grade, not to exceed 35 weeks
 ELO Grant
 01.0 74250.0 11301 10000 1130 3200000

Add the following names:

Dolgin, Elaine
 Mangahis, Carmela
 Mardirosian, Vaheh

9. Revision to Board Report No. 5, September 28, 2021

Page 12, Item 4

Various names

Planning time for teachers to develop back to school plan at La Crescenta Elementary

8/16/21 through 8/17/21
 \$31.00 per hour
 1 hour per teacher
 ELO Grant
 01.0 74250.0 11301 10000 1130 3200000

Remove the following name:

Tarverdians, Christina

Add the following name:

Kim, Diane

Personal Services Agreement

1. Johnson-Looney, Jennifer Consultant, as needed, to provide leadership, coaching and mentoring for the Human Resources

10/01/21 through 6/30/22
 \$160.00 per hour
 Not to exceed \$7,500
 01.0 00000.0 00000 72002 5811 0001615.

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, not to exceed \$1,000.00

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

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CLASSIFIED PERSONNEL REPORT NO. 6

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. 6

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

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Assistant Physically Handicapped</u> Carvajal, Carmen	EAFE	07/01/21 through 06/30/22 Not to exceed \$4,000.00 total Supplemental 01.0 01000.0 11100 10000 2130 0000673
2. <u>Education Assistant I</u> Mandani, Rejina Nersisyan, Norvard	Columbus	08/16/21 through 06/30/22 Not to exceed 1 hour per day Not to exceed \$12,500.00 total 2021-2022 ELO Grant 01.0 74250.0 11301 10000 2430 2300000
Almanza, Gabriella Arabajyan, Marine Franco, Grace Luna, Martha Shams, Simin	Edison	10/01/21 through 06/30/22 Not to exceed \$19,231.00 ELO 01.0 74250.0 11301 10000 2130 2500000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
2. <u>Education Assistant I</u> - Continued		
Argueta, Catherine	Edison	10/01/21 through 06/30/22 Not to exceed \$2,000.00 total ELO 01.0 74250.0 11301 10000 2130 2500000
3. <u>Education Assistant II</u>		
Medina, Alberto	EAFE	07/01/21 through 06/30/22 Not to exceed \$4,000.00 total Supplemental 01.0 01000.0 11100 10000 2130 0000673
Olmedo, Norma		
4. <u>Library Assistant</u>		
Tachera, Michelle	Valley View	08/01/21 through 12/01/21 Not to exceed \$340.00 total Supplemental 01.0 01000.0 11100 11000 2930 4100000
5. <u>Multimedia Technology Assistant</u>		
Jermakyan, Armine	Cerritos	09/27/21 through 06/14/22 Not to exceed 3 hours per day Supplemental 01.0 01000.0 00000 24203 2930 2200000
Murphy, Kevin	Valley View	08/01/21 through 12/01/21 Not to exceed \$340.00 total Supplemental 01.0 01000.0 11100 11000 2930 4100000

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Change of Location</u>		
a. <u>Multimedia Technology Assistant</u>		
Chang, Yuan	R.D. White From Fremont	08/16/21 01.0 01000.0 00000 24203 2910 4300000 01.0 74250.0 11303 10000 2910 4300000
2. <u>Increase in Hours</u>		
a. <u>Education Assistant I</u>		
Sukiasyan, Armine	Muir From 9.25/3.5	08/18/21; 9.25/5.25 01.0 91100.0 11100 10000 2110 0000671
3. <u>Provisional Assignments</u>		
a. <u>Administrative Secretary</u>		
Aghadjani, Ramela	Marshall From Typist Clerk II, 12-1	10/04/21 through 12/31/21 8 hours a day 21-1 01.0 01000.0 00000 27000 2410 3600000
b. <u>Cafeteria Worker II</u>		
Boyadjian, Eliza	R.D. White From Cafeteria Worker I, 1-9	10/01/21 through 10/29/21 6.5 hours a day 4-9 13.0 53100.0 00000 37000 2212 0300000
Gabriele, Nina	Mann From Cafeteria Worker I, 1-3	10/01/21 through 10/29/21 6.5 hours a day 4-5 13.0 53100.0 00000 37000 2212 0200000
Nessim, Vivian	Verdugo Woodlands From Cafeteria Worker I, 1-3	10/01/21 through 10/29/21 6.5 hours a day 4-5 13.0 53100.0 00000 37000 2212 0100000

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Change of Assignment - Continued

3. Provisional Assignments - Continued

b. Cafeteria Worker II - Continued

Rabanes, Edwina	Mt Avenue From Cafeteria Worker I, 1-3	10/01/21 through 10/29/21 6.5 hours a day 4-5 13.0 53100.0 00000 37000 2212 0200000
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Tammo, Dalia	Valley View From Cafeteria Worker I, 1-3	10/01/21 through 10/29/21 6.5 hours a day 4-5 13.0 53100.0 00000 37000 2212 0200000
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Gonzalez, Ruth	Muir From Cafeteria Worker I, 1-5	09/30/21 through 10/01/21 6 hours a day 4-5 13.0 53100.0 00000 37000 2212 0100000
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Gonzalez, Ruth	Daily From Cafeteria Worker I, 1-5	09/27/21 through 09/29/21 10/05/21 6 hours a day 4-5 13.0 53100.0 00000 37000 2212 0200000
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Manukyan, Manushak	Keppel From Cafeteria Worker I, 1-5	10/01/21 through 10/29/21 6.5 hours a day 4-5 13.0 53100.0 00000 37000 2212 0700000
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c. Cook/Baker

Rostamians, Armineh	Glendale From Cafeteria Worker I, 1-9	10/01/21 through 10/29/21 8 hours a day 9-7 13.0 53100.0 00000 37000 2212 0200000
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Effective Dates,
 Months/Hours, and
Salary Rating

Change of Assignment - Continued
Location

3. Provisional Assignments - Continued

d. Education Assistant II

Kirakosyan, Inga	Marshall From Education Assistant I, 3-5	08/23/21 through 06/10/22 6 hours a day 6-5 01.0 74260.0 11100 10000 2110 0001615
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e. Lead Custodian

Medina, Jean	Roosevelt From Custodian I, 11-2	08/30/21 through 09/30/21 8 hours a day 20-1 01.0 00000.0 00000 81006 2211 0500000
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f. Manager, Cafeteria, Secondary School – Transport

Issagoolian, Berzwik	Crescenta Valley From Cook/Baker 9-9	10/01/21 through 10/29/21 8 hours a day M12-1 13.0 53100.0 00000 37005 2310 0000662
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g. Manager, Cafeteria, Secondary School Non-Transport

Tarverdians, Laris	Rosemont From Cook/Baker 9-8	10/01/21 through 10/29/21 8 hours a day M4-2 13.0 53100.0 00000 37005 2310 0000662
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Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports

1. Revision to Personnel Report # 16, May 4, 2021

Page 6

Provisional Assignment

Custodian II

Aguilar, Raul

Fremont
From Custodian I,
11-5

03/15/21 through 06/30/21
8 hours a day
16-4
01.0 00000.0 00000 81006 2211 2800000

Change date to read:

Change account to read:

03/15/21 through 09/28/21
01.0 00000.0 00000 81006 2211 0000640

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

2. Revision to Board Report #2, August 10, 2021

Page 7, Item 11

Additional Assignments Temporary -At Established Rate of Pay

Education Assistant I

Various Names

CDCC

07/01/21 through 06/30/22

Child Development Activities

12.0 61051.0 85000 10000 2160 0000671

Child Development Activities

12.0 61051.0 85000 10000 2130 0000671

Self Supporting Combined

01.0 91500.0 85000 10000 2130 0000671

Self Supporting Combined

01.0 91500.0 85000 10000 2160 0000671

Add names to read:

Ardon, Cristina

Baghdasaryan, Raymond

Karim, Farzana

Romero, Heidi

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

3. Revision to Board Report #4, September 14, 2021

Page 15

Election of Classified Hourly Substitutes through 06/30/22

Yard Duty Assistants

Baghdasarian, Alis	Cerritos	08/18/21 through 06/13/22
Cano, Iliana		\$14.00 per hour
Fernandez Garcia, Yamilka		01.0 00000.0 19021 10000 2930 2200000
Harutyunyan, Alina		
Hernandez, Ana		

Add name to read:

Nersesyan-Hovsepian, Izabela

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

4. Revision to Personnel Report #5, September 28, 2021

Page 10, Item 1

Change in Classification/Location

Account Clerk II

Keshishian, Vergineh

Financial Services
From Administrative
Secretary, 21-9
Fremont

09/21/21; 12/8; 17-9
01.0 00000.0 00000 72007 2410 0000669

Change to range and step to read:

21-9

<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>	
Galo, Johnny	07/01/21 through 06/30/22
Noriega, Gerald	
Villegas, Jose	

<u>Election of Classified Hourly Substitutes through 06/30/22</u>	
Abdus-Shakoor, Aliyah	07/01/21 through 06/30/22
Antablian, Karine	
Assaturi, Karineh	
Avasafian, Nazelie	
Aoyama, Bernice	
Balasanian, Marine	
Buitrago, Pamela	
Crespin, Darla	
Eskander, Zahra	
Festa, Kim	
Garcia, Tracey	
Gharibian, Lea	
Ghadari, Anashe	
Hsu, Connie	
Keenan, Samantha	
Lopez, Maria	
Markarian, Arlet	
Moses, Ofeak	
Ramos, Sable	
Sarafyan, Luiza	
Tahmasian, Sona	
Tsaturyan, Arsine	
Vartan, Katleen	
Youssif, Noora	

Effective Dates,
 Months/Hours, and
Salary Rating

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

Yard Duty Assistant

Eskander, Zahraa	Keppel	09/01/21 through 06/30/22
Vartan, Kathleen		\$14.00 per hour
Youssif, Noora		01.0 00000.0 19021 10000 2930 3100000
Agazarian, Azniv	Muir	08/18/21 through 06/13/22
Khacheryan, Lusine		\$14.00 per hour
Karapetyan, Siranoush		Not to exceed \$10,000.00 total
Munoz, Sandra		Supplemental
Navoyan, Astghik		01.0 01000.0 11100 10000 2930 4000000
Yegikyan, Rima		
Markossian, Jessica	Muir	08/18/21 through 06/13/22
		\$14.00 per hour
		01.0 00000.0 19021 10000 2930 4000000

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

1. Student Assistant I

Abdou, Julie	Clark	09/01/21 through 06/14/22
Khayrul, Ashsmith		\$14.00 per hour
		13.0 53100.0 00000 37000 2280 0000662

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Personal Services Agreement</u>		
1. Campbell, Sara	Consultant, as needed to provide Music instruction to students.	08/18/21 through 06/13/22 Not to exceed \$5,040.00 total 01.0 95100.0 11100 10000 5811 4000000
2. Kikuchi, Hope	Consultant, as needed to provide Music instruction to students	08/18/21 through 06/13/22 Not to exceed \$6,000.00 total 01.0 95100.0 11100 10000 5811 4000000

Transportation Authorization – 2021-22

- It is recommended that the individuals be authorized to receive transportation expenses at the rate of 56.0¢ per mile, effective July 1, 2021, through June 30, 2022:

Account Clerk III

Asadourian, Alenoush	Nutrition Services	10/01/21 through 06/30/22: 56.0¢ CalFresh Healthy Living Grant 01.0 94033.0 00000 37000 5210 0000662
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GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 4

TO: Board of Education
 FROM: Dr. Vivian Ekchian, Superintendent
 SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
 PREPARED BY: Karineh Savarani, Director, Financial Services
 SUBJECT: **Warrants – District Funds**

The Superintendent recommends that “A” Form (Payroll Warrants) issued - September 26, 2021 – October 8, 2021, as shown below totaling \$10,474,234.02, and “B” Form (Other than Payroll Warrants) issued September 1 – September 30, 2021, totaling \$10,950,691. 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, 25.0 Capital Facilities Fund and 67.1 Workers Compensation Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
265-N	7062939 - 7062944	Classified	4,587.59
267-C	7064553 - 7064553	Certificated	3,494.65
267-N	7064554 - 7064555	Classified	2,271.38
C1C-C	7067282 - 7067357	Certificated	7,777,163.19
C1C-N	7067358 - 7067358	Classified	3,699.57
272-N	7068657 - 7068663	Classified	3,058.40
273-N	7068911 - 7068911	Classified	343.78
C5C-C	707229 - 7070270	Certificated	639,559.88
274-C	7071632 - 7071664	Certificated	35,727.43
274-N	7071665 - 7071683	Classified	6,299.15
277-C	7071873 - 7071874	Certificated	6,891.30
E4F-C	-	Certificated	599.53
E4F-N	7072926 - 7073011	Classified	1,602,764.77
278-C	7076632 - 7076633	Certificated	(1,357.66)
278-N	7076634 - 7076656	Classified	17,285.46
C3C-C	7078534 - 7078534	Certificated	1,325.88
C3C-N	7078535 - 7078612	Classified	370,519.72
			<u>\$10,474,234.02</u>

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

CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
SEPTEMBER 1 THRU SEPTEMBER 30, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
3932	OTHER DISTRICT PAID BENEFITS	1	643.13
4110	TEXTBOOKS	111	1,888,703.39
4210	BOOKS & OTHER REFERENCE MATERIAL	11	2,623.72
4310	INST. MATERIALS & SUPPLIES	798	240,235.81
4312	INST. PERIODICALS & MAGAZINES	49	8,949.53
4317	COMMENCEMENT	1	28.10
4340	INSTRUCTIONAL SOFTWARE/LICENSES	47	194,449.00
4350	OFFICE & OTHER SUPPLIES	128	13,391.65
4351	PRINTING & REPRODUCTION	17	9,080.95
4353	EDIBLE SUPPLIES	30	14,376.78
4360	TIRES, FUEL AND OIL	9	2,653.11
4370	CUSTODIAL/OPERATION SUPPLIES	35	36,778.74
4371	GROUNDS SUPPLIES	25	3,865.90
4372	POOL SUPPLIES	26	11,940.83
4380	MAINTENANCE SUPPLIES	25	15,848.96
4381	REPAIR SUPPLY & MATERIALS	159	89,662.04
4395	NON-FOOD SUPPLIES	17	3,359.97
4410	NON-CAP AV/COMPUTER EQUIP-UNTAGGED	21	28,565.37
4420	NON-CAP EQUIP -UNTAGGED	140	73,860.38
4430	NON-CAP EQUIP - TAGGED NON COMPUTER	27	48,129.49
4440	NON-CAP COMPUTER EQUIP-TAGGED	75	238,365.92
5210	MILEAGE & CAR ALLOWANCES	15	707.45
5220	TRAVEL AND CONFERENCES	61	22,859.94
5310	DUES AND MEMEBERSHIPS	6	1,635.05
5311	CERTIFICATES AND LICENSES	1	75.00

5510	NATURAL GAS SERVICES	7	10,569.02
5520	ELECTRICITY SERVICES	40	294,556.71
5530	WATER	54	74,329.51
5561	TRASH DISPOSAL	4	23,742.45
5562	SEWER CHARGES	51	23,242.16
5610	RENTALS, LEASES AND REPAIRS	49	54,962.82
5611	ETIS COPIER LEASES	14	4,897.14
5630	REPAIRS	52	76,466.74
5631	ETIS COPIER MAINTENANCE	8	406.86
5632	ETIS PRINTER MAINTENANCE	1	4,024.46
5802	NON-INSTRUCTIONAL SOFTWARE LICENSE	10	234,987.93
5804	NON-PUBLIC SCHOOL	50	295,052.69
5811	PERSONAL SERVICES	19	49,891.50
5812	NON-PSA SERVICE AGREEMENT	117	508,880.19
5815	OPERATING SERVICES	130	1,285,742.89
5821	LEGAL FEES	10	24,354.25
5823	SPED OTHER LEGAL SETTLEMENTS	4	23,570.97
5825	AUDIT FEES	1	12,750.00
5828	SPED PARENT ATTORNEY FEES	1	11,876.00
5833	ACCREDITATION	7	8,100.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	9	31,892.50
5853	CONTRACTUAL SERVICES	5	175,056.10
5861	FINGERPRINTS FOR EMPLOYEES	1	96.00
5862	PHYSICALS FOR EMPLOYEES	5	1,530.64
5911	POSTAGE/UPS/FEDEX	1	7.95
5912	TELEPHONE	11	18,480.46
5914	DATA LINE	2	8,949.55
5916	OTHER PHONES	10	14,144.53
6252	OTHER CONSTRUCTION	4	2,290.42
6410	CAPITALIZED COMPUTER EQUIP-TAG	2	1,407.38
8650	LEASES AND RENTALS	1	900.00
8689	ALL OTHER FEES AND CONTRACTS	1	46.52
8699	ALL OTHER LOCAL REVENUES	1	1,000.00
9320	STORES	6	35,292.51

9530	FRINGE BENEFITS SUBS - H&W	2	1,544.16
9543	DIRECT DEPOSIT PAYABLE	2	1,685.81
		-----	-----
		2,527	6,267,519

12.0 CHILD DEVELOPMENT FUND

4310	INST. MATERIALS & SUPPLIES	8	432.32
4350	OFFICE & OTHER SUPPLIES	9	283.39
4353	EDIBLE SUPPLIES	1	211.73
4430	NON-CAP EQUIP - TAGGED NON COMPUTER	2	637.17
5220	TRAVEL AND CONFERENCES	4	830.00
5812	NON-PSA SERVICE AGREEMENT	31	7,904.35
5815	OPERATING SERVICES	5	1,429.00
5916	OTHER PHONES	2	18.69
		-----	-----
		62	11,747

13.0 CAFETERIA FUND

4350	OFFICE & OTHER SUPPLIES	8	3,313.95
4360	TIRES, FUEL AND OIL	2	1,738.95
4380	MAINTENANCE SUPPLIES	6	421.95
4381	REPAIR SUPPLY & MATERIALS	10	572.22
4395	NON-FOOD SUPPLIES	10	27,011.21
4710	FOOD	58	285,898.62
5563	PEST CONTROL	1	1,376.00
5610	RENTALS, LEASES AND REPAIRS	7	7,674.71
5813	UNIFORM SERVICES	40	1,780.27
5815	OPERATING SERVICES	4	272.17
5911	POSTAGE/UPS/FEDEX	1	44.10
5916	OTHER PHONES	2	432.20
8634	FOOD SERVICE SALES	21	1,975.55
		-----	-----
		170	332,512

21.1 MEASURE S PROJECTS FUND

4350	OFFICE & OTHER SUPPLIES	1	180.12
5210	MILEAGE & CAR ALLOWANCES	1	151.09
5590	OPERATIONS & OTH HOUSEKEEPING	1	67.89
5610	RENTALS, LEASES AND REPAIRS	5	964.13
5821	LEGAL FEES	1	262.50
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	92.50
6150	SITE SURVEY/STUDIES	1	8,960.00
6210	ARCHITECT FEES ON BUILDINGS	15	141,649.69
6250	BUILDING CONSTRUCTION/IMPROV	9	638,252.92
6252	OTHER CONSTRUCTION	26	579,890.69
6275	CONST TSTNG ON BLDNGS & IMPROV	9	66,200.00
6280	BUILDING INSPECTIONS	8	24,637.50
6282	MOVING-STORAGE	1	5,493.00
6293	PRINTING & DISTRIBUTION	3	151.04
6455	DATA/CABLING	4	9,782.00
		-----	-----
		86	1,476,735

40.1 SPEC RESERVE - CAPITAL PROJECTS

5520	ELECTRICITY SERVICES	1	31.89
5562	SEWER CHARGES	1	28.07
5610	RENTALS, LEASES AND REPAIRS	2	5,962.00
6210	ARCHITECT FEES ON BUILDINGS	5	5,715.21
7438	DEBT SERVICE - INTEREST	2	218,566.69
7439	OTHER DEBT SERVICE PAYMENTS	2	439,955.61
		-----	-----
		13	670,259

40.2 SPEC RESERVE- FOOD CAP. PROJ.

6294	ADVERTISEMENTS & NOTICES	1	1,229.36
		-----	-----
		1	1,229

67.0 SELF-INSURANCE FUND

5872	DELTA ADMINISTRATIVE FEES	2	13,931.62
5873	VSP CLAIMS	6	43,105.13
5874	VSP ADMINISTRATIVE FEES	1	4,161.66
5875	DELTA PAYMENTS	1	212,120.21
5877	MEDIMPACT CLAIMS	2	11,208.72
5878	MEDIMPACT PAYMENTS	2	649,404.42
		-----	-----
		14	933,932

67.1 WORKERS' COMPENSATION FUND

5815	OPERATING SERVICES	2	864,873.00
		-----	-----
		2	864,873

67.2 EARLY RETIREMENT BENEFITS FUND

5815	OPERATING SERVICES	1	149,748.89
		-----	-----
		1	149,749

76.0 WARRANT PASS-THROUGH FUND

9517	VOLUNTARY DEDUCTIONS	3	223,800.71
9518	TAX SHELTER ANNUITY	1	18,335.00
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		4	242,136

TOTAL **2,880** **10,950,691**

GLENDALE UNIFIED SCHOOL DISTRICT

OCTOBER 12, 2021

CONSENT CALENDAR NO. 5

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Christine J. Ward, Director, Procurement & Contract Services
SUBJECT: **PURCHASE ORDER LISTING**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$7,524,243.75 for the period September 20, 2021 to October 1, 2021

SUMMARY OF PURCHASE ORDERS ISSUED FROM SEPTEMBER 20, 2021 TO OCTOBER 1, 2021

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	123	501,927.81
FEDERAL RESTRICTED RESOURCES	60	4,215,618.62
STATE RESTRICTED RESOURCES	85	669,362.20
LOCAL RESTRICTED RESOURCES	59	299,508.90
CHILD DEVELOPMENT FUND	3	2,072.07
FOOD SERVICES FUND	4	724.95
MEASURE S PROJECTS FUND	9	1,615,272.40
CAPITAL PROJECTS & IMPROVEMENT FUND	1	219,756.80
TOTAL	344	\$7,524,243.75

To support 2021-22 Board Priority #4: Maintain District Solvency & 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
PO1-220000000688	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - GLENDALE HIGH SCHOOL	136,000.00
PO1-220000001306	OFFICE DEPOT COMPUTER ACCESSORIES - TOLL MIDDLE SCHOOL	1,046.99
PO1-220000001307	VIRGIL'S GLENDALE HARDWARE CENTER	196.31
PO1-220000001308	LOS ANGELES TIMES	115.96
PO1-220000001309	DAILY NEWS	95.95
PO1-220000001312	OFFICE DEPOT BLANKET PUCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - CLARK MAGNET HIGH SCHOOL	3,500.00
PO1-220000001313	EMICS, INC. BLANKET PUCHASE ORDER FOR ELECTRONIC FORMS AND PROCESSES - BUSINESS SERVICES	43,000.00
PO1-220000001314	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - FREMONT ELEMENTARY SCHOOL	5,233.50
PO1-220000001317	RENAISSANCE LEARNING INC	637.50
PO1-220000001322	LA CITY CAB LLC BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - SPECIAL EDUCATION	14,900.00
PO1-220000001325	SHOUSHANNA ZOGRABYAN ROSTOMYAN	94.00
PO1-220000001329	LACOE BLANKET PURCHASE ORDER FOR JET MAIL SERVICES - FINANCIAL SERVICES	4,646.00
PO1-220000001330	AMAZON CAPITAL SERVICES, INC.	100.00
PO1-220000001331	BURBANK PRINTING	250.00
PO1-220000001342	BELLA PRINTING SERVICES PRINTING & REPRODUCTION - MONTE VISTA ELEMENTARY SCHOOL	1,956.83
PO1-220000001343	ANN SIMON	750.00
PO1-220000001344	ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES INTERVENTION TRAININGS FOR PARENTS - MONTE VISTA ELEMENTARY SCHOOL	3,500.00
PO1-220000001347	CHARLES MUSIC	500.00
PO1-220000001348	AMAZON CAPITAL SERVICES, INC. BLANKET PUCHASE ORDER FOR OFFICE SUPPLIES - ASSESSTMENT & ACCOUNTABILITY	1,000.00
PO1-220000001352	EDPUZZLE, INC INSTRUCTIONAL SOFTWARE LICENSE - ROOSEVELT MIDDLE SCHOOL	1,300.00

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000001353	AMERICAN EXPRESS CPS AMAZON - BOOKS - EDUCATIONAL SERVICES	755.10
PO1-220000001358	TEACHERS' CURRICULUM INSTITUTE (TCI) INSTRUCTIONAL MATERIALS FOR VERDUGO WOODLANDS ELEMENTARY SCHOOL - SECONDARY SERVICES	11,418.81
PO1-220000001360	ALL AMERICAN SPORTS CORP. HELMET RECONDITIONING - ADMIN PROGRAM	3,599.51
PO1-220000001361	JIM'S MUSICAL INSTRUMENT REPAIR MUSIC INSTRUMENT REPAIRS - EDUCATIONAL SERVICES	3,626.76
PO1-220000001363	COPY NETWORK BANNERS - PUBLIC INFORMATION	1,971.05
PO1-220000001367	OFFICE DEPOT PRINTING OF SCIENCE READERS FOR VARIOUS SCHOOLS - EDUCATIONAL SERVICES	21,906.86
PO1-220000001371	SCHOLASTIC MAGAZINES INSTRUCTIONAL PERIODICALS & MAGAZINES - DUNSMORE ELEMENTARY SCHOOL	2,685.70
PO1-220000001372	VERSALES, INC	340.79
PO1-220000001374	LOS ANGELES COUNTY OFFICE OF EDUCATION CONFERENCE EXPENSES - HEALTH SERVICES	1,000.00
PO1-220000001375	MUSIC CENTER VIRTUAL ASSEMBLY - LA CRESCENTA ELEMENTARY SCHOOL	1,200.00
PO1-220000001378	WRIGHT'S SUPPLY INC	371.16
PO1-220000001381	SCHOLASTIC INC INSTRUCTIONAL PERIODICALS & MAGAZINES - BALBOA ELEMENTARY SCHOOL	3,913.15
PO1-220000001386	806 TECHNOLOGIES, INC SOFTWARE LICENSE - NON INSTRUCTIONAL - EQUITY, ACCESS & FAMILY ENGAGEMENT	15,500.00
PO1-220000001398	JOSEPH JANOSKO	500.00
PO1-220000001404	SOUTHWEST SCHOOL & OFFICE SUPPLY BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - BALBOA ELEMENTARY SCHOOL	7,000.00
PO1-220000001410	AIRGAS USA, LLC	369.53
PO1-220000001411	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - WILSON MIDDLE SCHOOL	6,000.00

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000001414	CODE TO THE FUTURE PROVIDE COMPUTER SCIENCE PROFESSIONAL DEVELOPMENT FOR TEACHERS & STAFF AT CERRITOS ELEMENTARY SCHOOL - EDUCATIONAL SERVICES	33,000.00
PO1-220000001416	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - WILSON MIDDLE SCHOOL	2,000.00
PO1-220000001418	SCHOLASTIC INC INSTRUCTIONAL PERIODICALS & MAGAZINES - BALBOA ELEMENTARY SCHOOL	4,821.45
PO1-220000001429	BELLA PRINTING SERVICES	840.66
PO1-220000001430	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - WILSON MIDDLE SCHOOL	50,000.00
PO1-220000001431	RIVERSIDE COUNTY OFFICE OF ED.	100.00
PO1-220000001432	EXCEL PRINTING USA, INC.	254.44
PO1-220000001433	RENAISSANCE LEARNING INC ONLINE SUBSCRIPTION RENEWAL - VERDUGO ACADEMY	5,824.20
PO1-220000001436	PACIFIC RADIO ELECTRONICS REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,856.76
PO1-220000001443	ASSETGENIE, INC. COMPUTER ACCESSORIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,800.00
PO1-220000001463	JOURNEYED.COM INC	230.00
PO1-220000001464	STOVER SEED COMPANY GROUND SUPPLIES AT STENGEL FIELD - FACILITY & SUPPORT OPERATIONS	3,252.38
PO1-220000001465	JOURNEYED.COM INC	115.00
PO1-220000001473	CAROLINA BIOLOGICAL SUPPLY CO. INSTRUCTIONAL MATERIALS - FRANKLIN ELEMENTARY SCHOOL	1,224.17
PO1-220000001474	SIRAMARK INC DBA ABRIL BOOKSTORE BOOKS FOR FLAG ARMENIAN PROGRAM - EDUCATIONAL SERVICES	3,862.71
PO1-220000001476	POWERSCHOOL GROUP LLC	600.00
PO1-220000001479	SUE ANN SPEARS PROVIDE SUPPORT & ASSISTANCE TO HUMAN RESOURCES - HUMAN RESOURCES	4,900.00

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000001486	CLIFTON LARSON ALLEN LLP PROFESSIONAL SERVICES - FINANCIAL SERVICES	3,750.00
PO1-220000001492	STARFALL EDUCATION FOUNDATION	150.00
PO1-220000001494	TIAA COMMERCIAL FINANCE INC BLANKET PURCHASE ORDER FOR LEASE OF COPIERS - HOOVER HIGH SCHOOL	5,000.00
PO1-220000001497	REGIONAL TAP SERVICES BLANKET PURCHASE ORDER FOR TAP CARDS - STUDENT WELLNESS SERVICES	1,000.00
PO1-220000001504	SHRED CONFIDENTIAL, INC.	160.00
PO1-220000001512	COMPLETE BUSINESS SYSTEMS EQUIPMENT MAINTENANCE AGREEMENTS - EDISON ELEMENTARY SCHOOL	2,850.00
PO1-220000001517	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA MIXBOOK PHOTO.COM - STUDENT ARTIST BOOKS - CLARK MAGNET HIGH SCHOOL	371.70
PO1-220000001521	KARIM ALEXANDER GONZALEZ BRAVO PROVIDE ASSISTANCE AND LANGUAGE SUPPORT TO DUAL LANGUAGE PROGRAM AT FRANKLIN MAGNET ELEMENTARY SCHOOL - EDUCATIONAL SERVICES	16,650.00
PO1-220000001522	LEVON'S PIANO SERVICE BLANKET PURCHASE ORDER FOR PIANO TUNING - EDUCATIONAL SERVICES	1,000.00
PO1-220000001528	UPS	39.23
PO1-220000001531	ROUBINA VARTAN PROVIDE INSTRUCTIONS IN ART CLASSES - CLARK MAGNET HIGH SCHOOL	5,750.00
PO1-220000001539	AMAZON CAPITAL SERVICES, INC.	220.50
PO1-220000001550	NICOLETTE GIBLIN PROVIDE TUTORIAL SUPPORT DURING DANCE ELECTIVE CTE PATHWAY COURSE - ROOSEVELT MIDDLE SCHOOL	7,500.00
PO3W-220000000572	OFFICE DEPOT	548.18
PO3W-220000000660	AMAZON CAPITAL SERVICES, INC.	77.78
PO3W-220000000666	AMAZON CAPITAL SERVICES, INC.	219.40
PO3W-220000000668	CLEAN SWEEP SUPPLY CO INC	782.78
PO3W-220000000669	AMAZON CAPITAL SERVICES, INC.	67.74
PO3W-220000000674	OFFICE DEPOT	44.08
PO3W-220000000678	OFFICE DEPOT	108.07
PO3W-220000000679	OFFICE DEPOT	94.04
PO3W-220000000681	SCHOOL MATE	289.41
PO3W-220000000687	SCHOLASTIC INC	98.89

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO3W-220000000688	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL MATERIALS - LINCOLN ELEMENTARY SCHOOL	1,015.79
PO3W-220000000689	BARNES & NOBLE	963.31
PO3W-220000000694	FOLLETT SCHOOL SOLUTIONS, INC. BOOKS - CLARK MAGNET HIGH SCHOOL	1,979.21
PO3W-220000000695	BURBANK PRINTING	37.49
PO3W-220000000699	CDW GOVERNMENT	958.02
PO3W-220000000700	RIVERSIDE RUBBER STAMP AND ENGRAVING	68.23
PO3W-220000000704	AMAZON CAPITAL SERVICES, INC.	429.09
PO3W-220000000707	AMAZON CAPITAL SERVICES, INC.	30.86
PO3W-220000000708	RANCHO JANITORIAL	740.42
PO3W-220000000709	GRAINGER	61.39
PO3W-220000000710	THE HOME DEPOT PRO (SUPPLYWORKS)	399.57
PO3W-220000000711	AMAZON CAPITAL SERVICES, INC.	19.78
PO3W-220000000712	AMAZON CAPITAL SERVICES, INC.	33.06
PO3W-220000000714	BURBANK PRINTING	37.49
PO3W-220000000715	BURBANK PRINTING	37.49
PO3W-220000000718	AMAZON CAPITAL SERVICES, INC.	112.95
PO3W-220000000726	BURBANK PRINTING	66.15
PO3W-220000000727	SCHOOL SPECIALTY LLC	280.18
PO3W-220000000728	FRANKLIN COVEY CLIENT SALES, INC	401.35
PO3W-220000000730	THE HOME DEPOT PRO (SUPPLYWORKS)	39.59
PO3W-220000000731	DEMCO	43.93
PO3W-220000000732	BEAR COMMUNICATIONS INC DBA BEARCOM TWO-WAY RADIOS - CLARK MAGNET HIGH SCHOOL	5,331.97
PO3W-220000000734	THE HOME DEPOT PRO (SUPPLYWORKS)	207.26
PO3W-220000000745	CDW GOVERNMENT COMPUTER EQUIPMENT - LA CRESCENTA ELEMENTARY SCHOOL	9,911.48
PO3W-220000000748	CDW GOVERNMENT	475.18
PO3W-220000000749	BURBANK PRINTING	37.49
PO3W-220000000751	LITERACY RESOURCES LLC	153.69
PO3W-220000000752	CDW GOVERNMENT PRINTING EQUIPMENT - LA CRESCENTA ELEMENTARY SCHOOL	2,431.01
PO3W-220000000753	TEXTBOOK WAREHOUSE SPANISH TEXTBOOKS - ROOSEVELT MIDDLE SCHOOL	1,232.16
PO3W-220000000754	CDW GOVERNMENT	191.70
PO3W-220000000757	CDW GOVERNMENT	333.70
PO3W-220000000758	CDW GOVERNMENT	958.02
PO3W-220000000764	OFFICE DEPOT	385.85
PO3W-220000000769	OFFICE DEPOT	53.46

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO3W-220000000775	IPEVO INC. AUDIOVISUAL EQUIPMENT - LA CRESCENTA ELEMENTARY SCHOOL	1,107.17
PO3W-220000000779	RANCHO JANITORIAL	528.87
PO3W-220000000780	AMAZON CAPITAL SERVICES, INC.	326.25
PO3W-220000000781	AMAZON CAPITAL SERVICES, INC.	192.93
PO3W-220000000786	DISCOUNT SCHOOL SUPPLY OUTDOOR FURNITURE - FREMONT ELEMENTARY SCHOOL	3,290.59
PO3W-220000000798	OFFICE DEPOT	507.83
PO3W-220000000801	CLAY PLANET CLASSROOM EQUIPMENT - LINCOLN ELEMENTARY SCHOOL	3,342.13
PO3W-220000000802	AMAZON CAPITAL SERVICES, INC.	164.69
PO3W-220000000804	BURBANK PRINTING	281.14
PO3W-220000000807	SCHOOL SPECIALTY LLC	163.03
PO3W-220000000809	AMAZON CAPITAL SERVICES, INC.	129.83

	TOTAL	501,927.81

FEDERAL RESTRICTED RESOURCES

PO1-220000000703	SOUTHWEST MOBILE STORAGE, INC. LEASING STORAGE CONTAINERS RELATED TO COVID 19 - PLANNING, DEVELOPMENT & FACILITIES	49,049.07
PO1-220000000704	SOUTHWEST MOBILE STORAGE, INC. LEASING STORAGE CONTAINERS RELATED TO COVID 19 - PLANNING, DEVELOPMENT & FACILITIES	45,400.95
PO1-220000001302	VITAL HEALTHCARE, INC NURSING SERVICES - DISTRICTWIDE - BUSINESS SERVICES	591,832.50
PO1-220000001315	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - BALBOA ELEMENTARY SCHOOL	2,598.80
PO1-220000001316	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - BALBOA ELEMENTARY SCHOOL	5,895.00
PO1-220000001324	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - MANN ELEMENTARY SCHOOL	4,608.75
PO1-220000001327	GOPHER BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	2,000.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001349	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA FLUTE AIR SHIELD - ROOSEVELT MIDDLE SCHOOL	198.45
PO1-220000001355	SCHOLLY, INC SOFTWARE LICENSE - NON INSTRUCTIONAL - GLENDALE HIGH SCHOOL	5,247.50
PO1-220000001359	OUTSCHOOL INC INC ONLINE INTERACTIVE ACADEMIC ENRICHMENT CLASSES - EQUITY, ACCESS & FAMILY ENGAGEMENT	6,000.00
PO1-220000001382	HOUGHTON MIFFLIN HARCOURT	291.90
PO1-220000001384	LEARNING A-Z INSTRUCTIONAL SOFTWARE LICENSE - EDISON ELEMENTARY	5,890.00
PO1-220000001390	SAN BERNARDINO COUNTY (SBCSS) CONFERENCE EXPENSES - FOOTHILL SELPA	1,250.00
PO1-220000001396	GARY L TAYLOR INSTRUCTIONAL SOFTWARE LICENSE - CLARK MAGNET HIGH SCHOOL	1,000.00
PO1-220000001401	NCS PEARSON INC. INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	5,967.33
PO1-220000001405	MHS, INC INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	1,427.54
PO1-220000001408	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	5,000.00
PO1-220000001415	OFFICE DEPOT	592.03
PO1-220000001426	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - WILSON MIDDLE SCHOOL	3,175.00
PO1-220000001437	PALOS SPORTS INC INSTRUCTIONAL SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	1,088.82
PO1-220000001438	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA PURE FUN - REPLACEMENT PARTS - SPECIAL EDUCATION	26.97
PO1-220000001442	AMERICAN EXPRESS CPS CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	3,626.40
PO1-220000001459	PRIMEX CLINICAL LABORATORIES, INC. BLANKET PURCHASE ORDER FOR COVID TESTING SERVICES - BUSINESS SERVICES	560,000.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001462	NEWSBANK, INC INSTRUCTIONAL SOFTWARE LICENSE - GLENDALE HIGH SCHOOL	3,720.00
PO1-220000001466	5 STAR STUDENTS INSTRUCTIONAL SOFTWARE LICENSE - CLARK MAGNET HIGH SCHOOL	1,450.00
PO1-220000001469	SMARDAN HATCHER CO. SENSOR BOTTLE FILLER RELATED TO COVID 19 - FACILITY & SUPPORT OPERATIONS	127,163.45
PO1-220000001470	CITY OF GLENDALE SUMMER CAMP AT EDISON AND FREMONT ELEMENTARY SCHOOLS - BUSINESS SERVICES	65,625.00
PO1-220000001471	W3, LLC BLANKET PURCHASE ORDER FOR TRACING SERVICES THROUGH FEBRUARY, 2022, BOARD APPROVED 9/14/2021 - BUSINESS SERVICES	885,000.00
PO1-220000001491	OFFICE DEPOT FUZION TABLES RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	243,649.20
PO1-220000001493	MUSIC SALES CORP DBA MUSICFIRST INSTRUCTIONAL SOFTWARE LICENSE - TOLL MIDDLE SCHOOL	3,105.40
PO1-220000001498	SEVERIN INTERMEDIATE HOLDINGS, LLC ONLINE SUBSCRIPTION - SECONDARY SERVICES	3,900.00
PO1-220000001503	KRYTERION, INC GOOGLE VOUCHERS - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,055.00
PO1-220000001519	INFO-COM BUSINESS PRODUCTS WORKSTATION FURNITURE FOR HUMAN RESOURCES - PLANNING, DEVELOPMENT & FACILITIES	1,151.83
PO1-220000001530	IMAGECUBE	143.40
PO1-220000001546	RIVERSIDE COUNTY OFFICE OF ED.	100.00
PO3W-220000000671	OFFICE DEPOT INSTRUCTIONAL MATERIALS AND SUPPLIES - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,728.72
PO3W-220000000684	NCS PEARSON INC.	129.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000692	DELL INC. DELL CHROMEBOOK - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	1,407,108.32
PO3W-220000000693	JACOB CLIFFORD DBA: ACDC LEADERSHIP INC. INSTRUCTIONAL SOFTWARE LICENSES - GLENDALE HIGH SCHOOL	1,050.00
PO3W-220000000702	AMAZON CAPITAL SERVICES, INC.	72.77
PO3W-220000000703	SUPER DUPER PUBLICATIONS	118.95
PO3W-220000000705	AMAZON CAPITAL SERVICES, INC.	758.37
PO3W-220000000716	PRENTKE ROMICH COMPANY	26.44
PO3W-220000000719	SONOVA USA INC	661.50
PO3W-220000000724	SCHOLASTIC MAGAZINES	436.11
PO3W-220000000736	VETERAN BUILDING MAINTENANCE, LLC BLUEAIR REPLACEMENT FILTER RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	51,597.00
PO3W-220000000737	OFFICE DEPOT COMPUTER EQUIPMENT - BALBOA ELEMENTARY SCHOOL	1,071.63
PO3W-220000000742	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - TOLL MIDDLE SCHOOL	2,468.99
PO3W-220000000743	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - WILSON MIDDLE SCHOOL	2,468.99
PO3W-220000000746	LAKESHORE LEARNING	453.86
PO3W-220000000755	PRO-ED	209.24
PO3W-220000000756	CDW GOVERNMENT	495.99
PO3W-220000000759	CDW GOVERNMENT PRINTING EQUIPMENT - GLENDALE HIGH SCHOOL	3,834.05
PO3W-220000000766	PROXTALKER.COM LLC	106.12
PO3W-220000000770	SOUTHWEST SCHOOL & OFFICE SUPPLY	405.94
PO3W-220000000772	OFFICE DEPOT	77.15
PO3W-220000000785	FUN AND FUNCTION	27.50
PO3W-220000000787	OFFICE DEPOT AIR PURIFIER RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	65,709.00
PO3W-220000000797	OFFICE DEPOT TEXAS INSTRUMENTS TI-84 PLUS FOR MATH DEPARTMENT - CRESCENTA VALLEY HIGH SCHOOL	35,398.19
PO3W-220000000806	GUITAR CENTER	974.50
TOTAL		4,215,618.62

PO NUMBER	STATE RESTRICTED RESOURCES VENDOR	AMOUNT
PO1-220000001318	APPLIED EDUCATIONAL SYSTEM INSTRUCTIONAL SOFTWARE - GLENDALE HIGH SCHOOL	1,199.00
PO1-220000001319	PATON GROUP SOFTWARE LICENSE - CLARK MAGNET HIGH SCHOOL	2,900.00
PO1-220000001320	PATON GROUP AUDIOVISUAL EQUIPMENT & MAINTENANCE- CLARK MAGNET HIGH SCHOOL	6,300.00
PO1-220000001321	TOON BOOM ANIMATION INC. INSTRUCTIONAL SOFTWARE LICENSE - HOOVER HIGH SCHOOL	3,627.00
PO1-220000001323	FUEL EDUCATION LLC ONLINE SERVICES - SECONDARY SERVICES	10,054.80
PO1-220000001326	THEATREWORLD BACKDROPS, LLC CLASSROOM EQUIPMENT - ROSEMONT MIDDLE SCHOOL	4,178.48
PO1-220000001341	THE HOME DEPOT PRO (SUPPLYWORKS)	305.40
PO1-220000001350	CALIFORNIA MATH COUNCIL	60.00
PO1-220000001351	APPLIED EDUCATIONAL SYSTEMS	799.00
PO1-220000001356	MITCHELL AUTO MECHANICS SOFTWARE FOR VEHICLE DIAGNOSTICS/ESTIMATES - HOOVER HGIH SCHOOL	1,099.00
PO1-220000001357	ANDREA SEWARD BLANKET PURCHASE ORDER FOR PARENT REIMBURSEMENT - SPECIAL EDUCATION	35,000.00
PO1-220000001364	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA WRISTBAND.COM - PURCHASE OF SILICONE WRISTBANDS FOR 2021 RED RIBBON WEEK - STUDENT SUPPORT SERVICES	1,323.00
PO1-220000001369	LACOE-CI&A DIVISION	250.00
PO1-220000001373	LINET & GEORGE AZADKHANIAN PARENT REIMBURSEMENT - SPECIAL EDUCATION	11,500.00
PO1-220000001376	BLOOM SOFTWARE INC SUBSCRIPTION TO THRIVELY PRO SOFTWARE LICENSE - DAILY HIGH SCHOOL	2,000.00
PO1-220000001377	BLOOM SOFTWARE INC SOTWARE LICENSE SUBSCRIPTION FOR ONLINE COLLEGE & CAREER - SECONDARY SERVICES	2,000.00
PO1-220000001380	AVOZAR LLC ACADEMY POLOS AND T-SHIRTS FOR STUDENTS - CRESCENTA VALLEY HIGH SCHOOL	1,068.75

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001383	ESSAYPOP, LLC SOFTWARE LICENSE - ROSEMONT MIDDLE SCHOOL	2,500.00
PO1-220000001385	NETOP	206.00
PO1-220000001389	SOLIANT HEALTH, LLC PROVIDE SPECIALIZED INSTRUCTION SPEECH LANGUAGE PATHOLOGY & IEP SERVICES FOR SPECIAL EDUCATION STUDENTS - SPECIAL EDUCATION	200,000.00
PO1-220000001391	EXPLORELEARNING LLC ONLINE SOFTWARE LICENSES FOR TEACHERS - ROSEMONT MIDDLE SCHOOL	1,965.00
PO1-220000001392	SMARTTEST EDU, INC. INSTRUCTIONAL SOFTWARE LICENSE - ROSEMONT MIDDLE SCHOOL	2,299.00
PO1-220000001393	TOON BOOM ANIMATION INC. INSTRUCTIONAL SOFTWARE LICENSE - CLARK MAGNET HIGH SCHOOL	2,085.00
PO1-220000001395	IXL INSTRUCTIONAL SOFTWARE LICENSE - VALLEY VIEW ELEMENTARY SCHOOL	5,240.00
PO1-220000001397	MINUTEMAN PRESS	82.69
PO1-220000001399	MINUTEMAN PRESS	104.74
PO1-220000001419	SCHOLASTIC INC. REFERENCE MATERIALS - VERDUGO WOODLANDS ELEMENTARY SCHOOL	5,013.64
PO1-220000001421	E3 DIAGNOSTICS BLANKET PURCHASE ORDER FOR AUDITORY REPAIRS - FOOTHILL SELPA	1,800.00
PO1-220000001422	ELECTUDE USA LLC INSTRUCTIONAL SOFTWARE LICENSE - GLENDALE HIGH SCHOOL	11,066.81
PO1-220000001424	FUEL EDUCATION LLC INSTRUCTIONAL SOFTWARE LICENSE - SECONDARY SERVICES	10,800.00
PO1-220000001427	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL & OFFICE SUPPLIES - CHILD DEVELOPMENT & CHILD CARE	5,000.00
PO1-220000001428	SOUTHWEST SCHOOL & OFFICE SUPPLY	500.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001441	DAVID BRODERICK CLASSROOM PRINTING EQUIPMENT - CLARK MAGNET HIGH SCHOOL	9,922.50
PO1-220000001444	AMERICAN EXPRESS CPS CONFERENCE EXPENSES - FOOTHILL SELPA	1,275.28
PO1-220000001449	WINSOR LEARNING, INC READING INTERVENTION - FREMONT ELEMENTARY SCHOOL	3,075.98
PO1-220000001453	NEW HORIZONS CONCIERGE FIRM THERAPY SERVICES AGREEMENT - SPECIAL EDUCATION	5,000.00
PO1-220000001467	NCTM-NATIONAL COUNCIL OF TEACHERS OF MATHEMATICS	149.00
PO1-220000001478	UNMANNED SAFETY INSTITUTE, INC. VIRTUAL INSTRUCTION SERVICE AGREEMENT - HOOVER HIGH SCHOOL	15,000.00
PO1-220000001480	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - MONTE VISTA ELEMENTARY SCHOOL	4,000.00
PO1-220000001481	BEATRICE S. BRAUN PROVIDE COMPREHENSIVE AUDITORY EVALUATIONS FOR SPECIAL EDUCATION STUDENTS - SPECIAL EDUCATION	14,900.00
PO1-220000001482	FUTURE N FOCUS 'DREAM CATCHER' ENTERPRISES, INC DISTRICT-WIDE SOFTWARE LICENSE - SECONDARY SERVICES	75,000.00
PO1-220000001496	STUDENT TELEVISION NETWORK, INC.	75.00
PO1-220000001502	FRESH PRINTS LLC STAFF T-SHIRTS - CRESCENTA VALLEY HIGH SCHOOL	2,628.00
PO1-220000001518	PAOLA CARDEA PROVIDE ASSISTANCE AND LANGUAGE SUPPORT TO STUDENTS IN THE ITALIAN DUAL LANGUAGE PROGRAM - FRANKLIN ELEMENTARY SCHOOL	26,640.00
PO1-220000001542	LIMINEX, INC GOGUARDIAN ONLINE SUBSCRIPTION - FRANKLIN ELEMENTARY SCHOOL	1,861.45
PO3W-220000000621	SAMY'S CAMERA AUDIOVISUAL EQUIPMENT & SUPPLIES - WILSON MIDDLE SCHOOL	34,485.00
PO3W-220000000652	AMBUTECH SPECIAL EDUCATION SUPPLIES - FOOTHILL SELPA	3,287.15

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-220000000661	FREE STYLE INSTRUCTIONAL MATERIALS - HOOVER HIGH SCHOOL	2,205.65
PO3W-220000000662	CRUTCHFIELD CORPORATION AUDIOVISUAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	2,695.84
PO3W-220000000663	AARDVARK SKUTT KILN - CLASSROOM EQUIPMENT - GLENDALE HIGH SCHOOL	4,580.89
PO3W-220000000664	DICK BLICK ART MATERIALS ART INSTRUCTIONAL SUPPLIES - HOOVER HIGH SCHOOL	3,584.33
PO3W-220000000682	GOSIGER HOLDINGS CLASSROOM EQUIPMENT - GLENDALE HIGH SCHOOL	2,094.39
PO3W-220000000683	CODE REV KIDS, INC CREATOR MEGA-BOT CLASSROOM SET - GLENDALE HIGH SCHOOL	36,656.76
PO3W-220000000685	REALITYWORKS INC. INSTRUCTIONAL MATERIALS - WILSON MIDDLE SCHOOL	1,213.25
PO3W-220000000690	AARDVARK INSTRUCTIONAL MATERIALS - GLENDALE HIGH SCHOOL	2,009.52
PO3W-220000000691	REEL LUMBER SERVICE	712.66
PO3W-220000000697	AMAZON CAPITAL SERVICES, INC.	647.68
PO3W-220000000698	CDW GOVERNMENT	539.54
PO3W-220000000706	AMAZON CAPITAL SERVICES, INC.	75.05
PO3W-220000000717	SYSTEM 76, INC COMPUTER EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	5,492.81
PO3W-220000000720	WINSOR LEARNING, INC DIGITAL MATERIALS; TEACHER USE FOR INTERVENTION - CERRITOS ELEMENTARY SCHOOL	12,536.39
PO3W-220000000721	TALK TO ME TECHNOLOGIES SPECIAL EDUCATION EQUIPMENT - SPECIAL EDUCATION	1,532.48
PO3W-220000000723	PITSCO EDUCATION, LLC INSTRUCTIONAL MATERIALS - ROSEMONT MIDDLE SCHOOL	1,521.45
PO3W-220000000725	AUTOMOTIVE ELECTRONICS SERVICES, INC INTELLIGENT GAS ANALYZER - HOOVER HIGH SCHOOL	5,484.94
PO3W-220000000729	COLLINS SPORTS MEDICINE EXAM TABLES FOR SPORTS MEDICINE - CRESCENTA VALLEY HIGH SCHOOL	2,414.48

STATE RESTRICTED RESOURCES (CONTINUATION)		
PO NUMBER	VENDOR	AMOUNT
PO3W-220000000733	FLINN SCIENTIFIC INC	750.14
PO3W-220000000735	THE HOME DEPOT PRO (SUPPLYWORKS)	195.95
PO3W-220000000739	AMAZON CAPITAL SERVICES, INC.	17.70
PO3W-220000000740	CDW GOVERNMENT	863.26
PO3W-220000000761	LAGUNA CLAY CO KILN AND SUPPLIES - HOOVER HIGH SCHOOL	36,428.33
PO3W-220000000762	OFFICE DEPOT COMPUTER SUPPLIES - FOOTHILL SELPA	1,543.44
PO3W-220000000763	ORIENTAL TRADING INC.	285.98
PO3W-220000000767	OFFICE DEPOT	268.56
PO3W-220000000768	OFFICE DEPOT OFFICE EQUIPMENT - SPECIAL EDUCATION	1,380.47
PO3W-220000000773	OFFICE DEPOT OFFICE FURNITURE - TOLL MIDDLE SCHOOL	2,645.87
PO3W-220000000774	OFFICE DEPOT WELLNESS CENTER FURNITURE - CRESCENTA VALLEY HIGH SCHOOL	1,188.50
PO3W-220000000778	AMAZON CAPITAL SERVICES, INC.	12.00
PO3W-220000000782	B & H PHOTO VIDEO	428.18
PO3W-220000000783	B & H PHOTO VIDEO	425.97
PO3W-220000000784	IPEVO INC.	498.78
PO3W-220000000790	SCHOOL OUTFITTERS OUTDOOR FURNITURE - HOOVER HIGH SCHOOL	4,422.30
PO3W-220000000795	LAKESHORE LEARNING	150.56
PO3W-220000000799	OTICON INC SPECIAL EDUCATION EQUIPMENT - FOOTHILL SELPA	1,752.97
PO3W-220000000805	HEALTH PRODUCTS FOR YOU	440.99
PO3W-220000000808	AMAZON CAPITAL SERVICES, INC.	37.47

	TOTAL	669,362.20
LOCAL RESTRICTED RESOURCES		
PO1-220000001304	SCHOLASTIC INC SUBSCRIPTIONS - MONTE VISTA ELEMENTARY SCHOOL	2,735.72
PO1-220000001305	AIR-TECH	890.00
PO1-220000001328	VISTA PAINT CORPORTION BLANKET PUCHASE ORDER FOR PAINT SUPPLIES - FACILITY & SUPPORT OPERATIONS	35,000.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001333	CASTERS & INDUSTRIAL SUPPLIES	46.26
PO1-220000001334	MEGAPLEX	551.25
PO1-220000001335	HARTER SURFACES	202.86
PO1-220000001336	QUALITY WINDOW BLINDS	617.63
PO1-220000001337	MONOPRICE INC.	257.32
PO1-220000001338	CAL BLEND SOILS, INC	672.78
PO1-220000001339	CITY OF GLENDALE CUSTODIAL SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,839.67
PO1-220000001340	HOSE LINE	46.08
PO1-220000001345	ARCMATE MANUFACTURING CORPORATION	112.46
PO1-220000001362	VISTA PAINT CORPORTION	373.64
PO1-220000001365	MSI MOVER SERVICES, INC. OPERATIONAL SERVICES - FACILITY & SUPPORT OPERATIONS	16,420.00
PO1-220000001370	RPW SERVICES, INC PEST CONTROL SERVICES - FACILITY & SUPPORT OPERATIONS	1,085.00
PO1-220000001387	CERTIFIED CONTRACTING SERVICES PERFORM WATER DAMAGE REMEDIATION AT ADMINISTRATION BUILDING - FACILITY & SUPPORT OPERATIONS	2,740.00
PO1-220000001394	QUIZIZZ INC INSTRUCTIONAL SOFTWARE LICENSE - MONTE VISTA ELEMENTARY SCHOOL	1,425.00
PO1-220000001400	NIPPON SHOSEKI HANBAL, INC.	999.42
PO1-220000001413	SOUTH COAST AIR QUALITY MANAGEMENT DIST.	582.74
PO1-220000001420	CITY OF GLENDALE ALARM PROGRAM	340.00
PO1-220000001432	EXCEL PRINTING USA, INC.	350.00
PO1-220000001435	AMERICAN EXPRESS CPS GIFT CARDS FOR FOOD DEMO FOR CALFRESH - FOOD SERVICES	2,700.00
PO1-220000001436	PACIFIC RADIO ELECTRONICS	289.22
PO1-220000001454	MEGAPLEX	551.25
PO1-220000001455	HYDRAULIC INDUSTRIAL PLUMBING REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,483.53
PO1-220000001456	NORTHERN TOOL & EQUIPMENT CO.	782.71
PO1-220000001458	TOOL SHACK	410.73
PO1-220000001460	AVIDEX INDUSTRIES, LLC AUDIOVISUAL EQUIPMENT - FACILITY & SUPPORT OPERATIONS	4,062.30
PO1-220000001461	SUNBELT RENTALS, INC EQUIPMENT RENTAL - FACILITY & SUPPORT OPERATIONS	2,853.63

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-220000001468	SIGNATURE FLOORING, INC FLOORING REPLACEMENT AT EDISON ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	4,910.00
PO1-220000001472	HYDRAULIC INDUSTRIAL PLUMBING BLANKET PURCHASE ORDER FOR PLUMBING SUPPLIES - FACILITY & SUPPORT OPERATIONS	85,000.00
PO1-220000001500	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - ROOSEVELT MIDDLE SCHOOL	2,500.00
PO1-220000001513	CRISTAL PESHKEPIA PROVIDE MAINTENANCE OF THE LANDSCAPING PROVIDED BY THE URBAN GREENING GRANT - FRANKLIN ELEMENTARY SCHOOL	1,500.00
PO1-220000001515	MONICA CAMPAGNA PROVIDE MAINTENANCE OF THE LANDSCAPING PROVIDED BY THE URBAN GREENING GRANT - FRANKLIN ELEMENTARY SCHOOL	3,045.00
PO1-220000001516	SHEILA NICHOLLS PROVIDE MUSIC TO STUDENTS IN THE FLAG PROGRAM - FRANKLIN ELEMENTARY SCHOOL	15,000.00
PO1-220000001523	JOHN LAMMERS MAINTAIN UPKEEP & MAINTENANCE OF THE LANDSCAPING PROVIDED BY URBAN GREENING GRANT - FRANKLIN ELEMENTARY SCHOOL	2,055.00
PO1-220000001529	FOUNDATION FOR KOREAN LANGUAGE & CULTURE	841.35
PO1-220000001534	TAYLOR MILLER PROVIDE VIDEOS FOR CALFRESH - FOOD SERVICES	11,125.00
PO1-220000001537	V S TEES, INC. T-SHIRTS FOR CALFRESH - FOOD SERVICES	11,810.25
PO1-220000001538	DONNA VICTORIA GUSKE	600.00
PO1-220000001543	SCOTTY'S INDUSTRIAL PRODUCTS	101.71
PO1-220000001544	DESOTO SALES, INC GLENDALE	115.76
PO1-220000001545	CRISTINA NEEL PROVIDE DANCE LESSON - KEPPEL ELEMENTARY SCHOOL	14,300.00
PO1-220000001547	JOAN ZIERHUT PROVIDE ART LESSONS - KEPPEL ELEMENTARY SCHOOL	17,780.00
PO1-220000001548	CATHERINE C. GILBERT PROVIDE DRAMA LESSONS - KEPPEL ELEMENTARY SCHOOL	16,200.00

LOCAL RESTRICTED RESOURCES (CONTINUATION)		AMOUNT
PO NUMBER	VENDOR	
PO1-220000001549	LUCIA ACITELLI PROVIDE MUSIC LESSONS. - KEPPEL ELEMENTARY SCHOOL	18,500.00
PO3W-220000000665	S & S WORLDWIDE	782.86
PO3W-220000000675	ORIENTAL TRADING INC.	146.16
PO3W-220000000676	S & S WORLDWIDE	468.49
PO3W-220000000680	LAKESHORE LEARNING	344.59
PO3W-220000000701	SCHOLASTIC MAGAZINES	72.77
PO3W-220000000741	AMAZON CAPITAL SERVICES, INC.	565.92
PO3W-220000000744	S3 STORES INC PEDESTAL FOR VISUAL ARTS PERFORMANCE - HOOVER HIGH SCHOOL	2,252.49
PO3W-220000000760	SCHOOL SPECIALTY FREY SCIENTIFIC	234.73
PO3W-220000000771	LAKESHORE LEARNING	306.45
PO3W-220000000788	ULINE SHIPPING SUPPLY	96.61
PO3W-220000000789	THE HOME DEPOT PRO (SUPPLYWORKS)	361.62
PO3W-220000000800	ULINE SHIPPING SUPPLY EVENT MATERIALS FOR CALFRESH - FOOD SERVICES	1,058.40
TOTAL		299,508.90
CHILD DEVELOPMENT FUND		
PO1-220000001446	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TRAVEL FOR CONFERENCES - CHILD DEVELOPMENT & CHILD CARE	1,201.08
PO1-220000001452	EVERYCHILD CALIFORNIA	830.00
PO3W-220000000722	OFFICE DEPOT	40.99
TOTAL		2,072.07
FOOD SERVICES FUND		
PO1-220000001368	WRIGHT'S SUPPLY INC	45.90
PO1-220000001532	THE MONTAGUE COMPANY	108.07
PO3W-220000000765	CDW GOVERNMENT	308.70
PO3W-220000000777	AMAZON CAPITAL SERVICES, INC.	262.28
TOTAL		724.95
MEASURE S PROJECTS FUND		
PO1-220000001388	NATIONAL CONSTRUCTION RENTALS	2,916.52

CONSTRUCTION EQUIPMENT RENTAL FOR GLENOAKS
ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT &
FACILITIES

PO1-220000001403	NAC ARCHITECTURE ARCHITECTURAL FEE - PLANNING, DEVELOPMENT & FACILITIES	184,096.50
PO1-220000001440	TIAA COMMERCIAL FINANCE INC	329.15
PO1-220000001445	NJP SPORTS INC INSTALL FENCE & GATES AT LINCOLN ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	4,260.00
PO1-220000001447	VCA ENGINEERS, INC LAND SURVEYING SERVICES AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	8,960.00
PO1-220000001448	NORTH AMERICAN TECHNICAL SERVICES BUILDING INSPECTION SERVICES AT GLENOAKS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	31,200.00
PO1-220000001450	NORTH AMERICAN TECHNICAL SERVICES BUILDING INSPECTION SERVICES AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	31,200.00
PO1-220000001457	ARC CONSTRUCTION, INC. BRIDGE PROJECT AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,350,000.00
PO3W-220000000776	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	2,310.23

TOTAL 1,615,272.40

CAPITAL PROJECTS & IMPROVEMENT FUND

PO1-220000001439	BANC OF AMERICA LEASING CLEAN RENEWABLE ENERGY BOND 2012 - PLANNING, DEVELOPMENT & FACILITIES	219,756.80
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TOTAL 219,756.80

PROCESS DATE
10/6/2021

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

PAGE 20

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD ENDING OCTOBER 1, 2021
CONSENT CALENDAR NO. 5 , OCTOBER 12, 2021**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
9/22/2021	PO1-220000000703	SOUTHWEST MOBILE STORAGE, INC	INCREASED PO TO EXTEND THE LEASE	\$4,601.37	\$44,447.70	\$49,049.07
9/22/2021	PO1-220000000696	AMAZON CAPITAL SERVICES	INCREASED PO FOR ADDITIONAL PURCHASES	\$1,000.00	\$4,000.00	\$5,000.00
9/22/2021	PO1-220000000498	AMAZON CAPITAL SERVICES	INCREASED PO FOR ADDITIONAL PURCHASES	\$1,000.00	\$4,000.00	\$5,000.00
9/22/2021	PO1-220000000500	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$2,000.00	\$1,000.00	\$3,000.00
9/23/2021	PO1-220000000352	SCHOOLSFIRST FEDERAL CREDIT UNION	INCREASED PO FOR ADDITIONAL PURCHASES	\$1,500.00	\$7,000.00	\$8,500.00
9/23/2021	PO1-220000000688	ABOLUTE INTERNATIONAL SECURITY	INCREASED PO FOR ADDITIONAL SERVICES	\$26,000.00	\$110,000.00	\$136,000.00
9/30/2021	PO1-220000000495	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$2,000.00	\$4,000.00	\$6,000.00
9/30/2021	PO1-220000000503	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$3,000.00	\$5,000.00	\$8,000.00
9/30/2021	PO1-220000000667	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$1,000.00	\$2,000.00	\$3,000.00
9/30/2021	PO1-220000000667	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$1,000.00	\$2,000.00	\$3,000.00

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 6

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Craig Larimer, Financial Analyst
SUBJECT: **Appropriation Transfer and Budget Revision Report**

The Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted and Restricted and Fund 10.0.

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; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT
 October 12, 2021
 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	\$15,728
8910-8999	Transfers In/Contributions	\$0	(\$17,000)
TOTAL REVENUES		\$0	(\$1,272)

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$0
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	(\$2,850)	\$10,603
5000	Contract Services	\$2,850	\$0
6000	Capital Outlay	\$0	(\$7,000)
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS		\$0	\$3,603

NET INCREASE/DECREASE IN FUND BALANCE	\$0	(\$4,875)
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October 12, 2021
 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:
Edison	General Fund	0	0	0	(2,850)	2,850	0	0	0	\$0	Services
		\$0	\$0	\$0	(\$2,850)	\$2,850	\$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:
FASO	Community Services- Civic Center	0	0	0	0	0	0	0	125	\$125	Insurance Fees
Educational Services	Instrumental Music program	0	0	0	400	0	0	0	0	\$400	Supplies
Educational Services	Instrumental Music program	0	0	0	15,203	0	0	0	0	\$15,203	Supplies
District	District	0	0	0	0	0	(7,000)	0	0	(\$7,000)	Adj.- Resource 00000.0 - Contr to Sped Ed/Pac custodial
District	District	0	0	0	(5,000)	0	0	0	(5,000)	(\$10,000)	Adj.- Resource 00000.0 - Contr to HHS TUPE Mini Grant
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$10,603	\$0	(\$7,000)	\$0	(\$4,875)	(\$1,272)	

- 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

October 12, 2021

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	\$48,437,723
8300-8599	Other State	\$0	\$25,256,238
8600-8799	Local	\$0	\$46,264
8910-8999	Transfers In/Contributions	\$0	\$17,000
TOTAL REVENUES		\$0	\$73,757,225

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$31,275,598
2000	Classified Salaries	\$0	\$8,586,052
3000	Employee Benefits	\$0	(\$236,195)
4000	Instructional Supplies	(\$5,000)	\$8,075,229
5000	Contract Services	\$5,000	\$10,045,733
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS		\$0	\$57,746,417

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$16,010,808
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GLENDALE UNIFIED SCHOOL DISTRICT
 October 12, 2021
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
Total Budget Trsfrs	Program Description	xxxxxxx										
Muir	Donations	95100.0	0	0	0	(5,000)	5,000	0	0	0	\$0	Services
			0	0	0	0	0	0	0	0	\$0	
			\$0	\$0	\$0	(\$5,000)	\$5,000	\$0	\$0	\$0	\$0	

BUDGET ADJUSTMENTS		Resource	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
Dept/Site	Program Description	Code										
Monte Vista	School Site Donations	95100.0	0	0	0	6,156	0	0	0	0	\$6,156	To allocate income (supplies)
Monte Vista	School Site Donations	95100.0	0	0	0	0	40,000	0	0	0	\$40,000	To allocate income (services)
Educational Services	Donation from Capital Group	94377.0	0	0	0	100	0	0	0	(100)	\$0	Adjustment
District	District	81500.0	0	0	0	0	108	0	0	0	\$108	To allocate income (DMV Reimbursement)
District	District	32120.0	(442,455)	(2,892,243)	(3,108,567)	1,000,568	0	0	0	6,443,265	\$1,000,568	To allocate income(Resource 32120.0 ESSER II)
District	District	74220.0	0	0	0	1,298,691	0	0	0	7,804,968	\$9,103,659	To allocate inc(Resource 74220.0 in Person Instruction Grant)
District	District	74250.0	7,165,984	8,105,922	0	(864,072)	0	0	0	0	\$14,407,834	To allocate income(Resource 74250.0 ELO Grant 80%)
District	District	74260.0	0	872,373	872,372	(1,762,675)	0	0	0	1,762,675	\$1,744,745	To allocate income(Resource 74260.0 ELO Grant 10%)
District	District	32150.0	0	0	0	885,086	0	0	0	0	\$885,086	To allocate income(Resource 32160.0 GEER)
District	District	32130.0	17,241,655	2,500,000	2,000,000	5,500,000	10,000,000	0	0	0	\$37,241,655	To allocate income(Resource 32130.0 ESSER III 80%)
District	District	32140.0	7,310,414	0	0	2,000,000	0	0	0	0	\$9,310,414	To allocate income(Resource 32140.0 ESSER III 20%)
District	District	65000.0	0	0	0	7,000	0	0	0	0	\$7,000	To allocate income(Resource 65000.0 Special Ed- Ed/Pac Custodial
District	District	94238.0	0	0	0	4,375	5,625	0	0	0	\$10,000	To allocate income(Resource 94238.0 HHS TUPE Mini Grant(Link Crew)
			0	0	0	0	0	0	0	0	\$0	
			0	0	0	0	0	0	0	0	\$0	

Total Budget Adjustments
 Object Codes
 1000 Certificated Salaries
 2000 Classified Salaries
 3000 Employee Benefits

4000 Books & Supplies
 5000 Services & Other Operating Expenses
 6000 Capital Outlay

7000 Other Outgo
 8000 Income
 9000 Designated Reserves

\$31,275,598 \$8,586,052 (\$238,195) \$8,075,229 \$10,045,733 \$0 \$0 \$16,010,808 \$73,757,225

GLENDALE UNIFIED SCHOOL DISTRICT
 October 12, 2021
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT

SELPA Pass Through Fund (10.0)

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Local Control Funding Formula	\$0	\$0
8100-8299	Federal	\$0	\$0
8300-8599	Other State	\$0	\$1,619,106
8600-8799	Local	\$0	\$0
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$1,619,106

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$0
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	\$0	\$0
5000	Contract Services	\$0	\$0
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$1,619,106
TOTAL BUDGETED APPROPRIATIONS		\$0	\$1,619,106

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$0
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October 12, 2021
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
 SELPA Pass Through Fund (10.0)

BUDGET TRANSFERS

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
		\$0	\$0	\$0	\$0	\$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:
District	SELPA Pass- Thru Fund Ten-SpEd Dispute Prevention & Resolution	0	0	0	0	0	0	294,383	0	\$294,383	SELPA Pass- Thru Fund Ten-SpEd Dispute Prev & Resolution
District	SELPA Pass- Thru Fund Ten-SpEd Learning Recovery Support	0	0	0	0	0	0	1,324,723	0	\$1,324,723	SELPA Pass- Thru Fund Ten-SpEd Learning Recovery Support
		0	0	0	0	0	0	0	0	\$0	
		\$0	\$0	\$0	\$0	\$0	\$0	\$1,619,106	\$0	\$1,619,106	

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

October 12, 2021

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator: Planning, Development, Innovation & Facilities

SUBJECT: **Approval of Notice of Completion for Bid No. 212-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School Interim Housing Fire Hydrant Project**

The Superintendent recommends that the Board of Education approve a Notice of Completion for Bid No. 212-20/21 with Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing fire hydrant project, funded by Measure S funds.

On June 1, 2021, the Board of Education approved the award of Bid No. 212-20/21 to Chalmers Construction Services, Inc. for the Glenoaks Elementary School interim housing fire hydrant project in the amount of \$136,400.

This project had no Change Orders and was completed in a satisfactory manner as of September 16, 2021, for a total cost of \$136,400.

The project was funded by Measure S – Glenoaks Elementary School New Building Project funds.

TO SUPPORT 2021-2022 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.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Glenoaks Elementary School
ADDRESS: 2015 East Glenoaks Blvd.
Glendale, California 91206

OWNER: Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206

IMPROVEMENT: Interim Housing Fire Hydrant Project
DATE of COMPLETION: September 16, 2021
CONTRACTOR: Chalmers Construction Services, Inc.
BOARD APPROVAL: June 1, 2021
CONTRACT DATE: June 3, 2021
Bid Number: 212-20/21
PURCHASE ORDER No.: 220000000366

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice Of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 8

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
SUBJECT: **Authorization to Dispose of Surplus Property**

The Superintendent recommends that the Board of Education declare the following items as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

- One icemaker located at Toll Middle School
- One milk cooler located at La Crescenta Elementary School

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

October 12, 2021

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Agreement with Law Firm of Adams Silva & McNally LLP for Legal Services**

The Superintendent recommends that the Board of Education approve an agreement with the law firm of Adams Silva & McNally LLP to provide legal services from September 1, 2021 to June 30, 2022.

It is recommended that the District enter into an agreement with the law firm of Adams Silva & McNally LLP to provide legal services related to Special Education matters from September 1, 2021 to June 30, 2022.

This service will be paid from the District's General Fund. The agreement is available in the Business Services Department for review.

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

October 12, 2021

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Amendment to Agreement with California State Polytechnic University, Pomona

The Superintendent recommends that the Board of Education approve Amendment No. 1 to the Student Teaching and Internship Agreement between Glendale Unified School District and California State Polytechnic University, Pomona.

This Agreement is between the Glendale Unified School District and California State Polytechnic University, Pomona to provide educational fieldwork experiences through practice teaching and internships for the students enrolled in teacher training curricula. This Amendment would revise the agreement to allow video capture and synchronous video observation to be used for Teaching Performance Assessments as required by the California Teacher Credentialing (CTC).

All other terms and conditions of the Agreement shall remain in full force and effect for the remainder of the 3-year term ending on June 30, 2023. There is no fiscal impact to the District.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

TO SUPPORT 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.



CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Amendment No. 1

STUDENT TEACHING AND INTERNSHIP AGREEMENT

This Student Teaching and Internship Agreement **Amendment No. 1** is made and entered into on **September 23, 2021** by and between The Board of Trustees of the California State University (CSU) on behalf of **California State Polytechnic University, Pomona**, hereinafter referred to as **University** and Glendale Unified **School District** as noted below, hereinafter called **District** and collectively referred to as **Parties**.

WITNESSETH

WHEREAS, **District** and **University** are **Parties** to a Student Teaching and Internship Agreement dated April 21, 2020, for a 3-year term. (7/1/20-6/30/23).

WHEREAS, the **District** and **University** wish to amend the Student Teaching and Internship Agreement formally at this time.

NOW THEREFORE, it is mutually agreed between the **State** and **District** as follows.

Page **6** is hereby amended as follows:

- 1. Delete: **District** will allow video capture or synchronous video observation by the University field supervisor as part of or in lieu of on-site observations.

Replace: **District** will allow video capture for Teaching Performance Assessments and/or synchronous video observation by the **University** field supervisor as part of or in lieu of on-site observations and Teaching Performance Assessments required by the California Commission on Teacher Credentialing (CTC) Students' faces and identities will not be captured.

- 2 All other terms and conditions of the Student Teaching and Internship Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed by the **Parties** hereto, effective the date above written.



UNIVERSITY:

California State Polytechnic University, Pomona

DISTRICT:

Glendale Unified School District

BY: _____

Sign and Date

Procurement Services

BY: _____

Sign and Date

Signature of Authorized District Official

Print Name and Title

Print Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation**

The Superintendent recommends that the Board of Education approve the submission of the Quarterly Uniform Complaint Report Summary, as mandated under the Williams Court Case Settlement, to the Superintendent of the Los Angeles County Office of Education.

Recent legislation regarding the settlement of the Williams Lawsuit requires Local Educational Agencies to file Quarterly Uniform Complaint Report Summaries to the school district Governing Board and to the County Office of Education. The Quarterly Report documents information regarding complaints about instructional materials, facilities, teacher vacancies and mis-assignments.

The Quarterly Uniform Complaint Report Summary for the period of July 1, 2021, through September 30, 2021, is attached and will be sent to the Los Angeles County Office of Education (LACOE).

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.



**Los Angeles County
Office of Education**
Serving Students • Supporting Communities
Leading Educators

**Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2021-2022**

District Name: Glendale Unified School District

Date: 10/1/2021

Person completing this form: Carol Corbo

Title: Sr. Administrative Secretary

Quarter covered by this report (Check One Below):

- 1st QTR July 1 to September 30 Due 15-Oct 2021
- 2nd QTR October 1 to December 31 Due 14-Jan 2022
- 3rd QTR January 1 to March 31 Due 15-Apr 2022
- 4th QTR April 1 to June 30 Due 15-Jul 2022

Date for information to be reported publicly at governing board meeting: October 12, 2021

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
TOTAL			

Print Name of District Superintendent Dr. Vivian Ekchian

Signature of District Superintendent _____ Date _____

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Wilson Middle School**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$21,380 for tutoring and instructional support services for students at Wilson Middle School.

Glendale Unified School District, in partnership with The Southern California Learning Corporation, dba Sylvan Learning Centers, will offer after school tutoring and instructional support services for eligible students at Wilson Middle School. Tutoring services will be provided in remedial reading instruction via in-person or distance learning should the California Health Department guidelines change. The program will include word analysis, vocabulary development, and comprehension strategies. Approximately 21 students shall be offered a total of 30 hours each of tutoring.

The contract period runs from October 13, 2021, to May 30, 2022. The cost for the tutoring services, funded out of Wilson Middle School's Title III funds, is \$21,380 for 21 eligible 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

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 Southern California Learning herein after referred to as ("Contractor").
Corp., DBA Sylvan Learning Centers

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about 10/13/21 and will diligently perform as required and complete performance by 5/30/22.

2. **Scope of Services**

CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

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

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Contractor will submit a prorated monthly invoice for the number of days of service provided that month.

Payment is due 30 days after receipt of invoice.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against 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:

The Southern California Learning Corp., DBA Sylvan Learning Centers
PO Box 8132
Mission Hills, CA 91346
ATTN: Todd Crabtree

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.

The Southern California Learning Corp. DBA/Sylvan Learning Centers

Company Name: The Southern California Learning

By: [Signature]
Signature

President
Title

Todd Crabtree
Print Name

Dated: 10/1, 2021

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.:
03317974

Employer Identification Number:
20-4020272

Address: PO Box 8132
Mission Hills CA 91346

Telephone: 818-639-9692

Email: toddcrabtree@sylvansocal.ca

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

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

Glendale Unified School District

By: _____
Signature
Dr. Kelly King

Print Name

Assistant Superintendent, Educational Services

Title
Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Sylvan reading programs provide small group intervention for students who are identified as at-risk and who have difficulty achieving at grade level in reading or math. Aligned to state and Common Core standards, the program utilizes research-based methodologies that have been proven effective in addressing the needs of students who are struggling academically.

Our instructional approach combines pre and post-assessment, formative assessment, differentiated instruction, cooperative learning, and a student motivation system.

Cost and Details

Number of Students: 21 students from Woodrow Wilson School

Total Hours per Student: 30 hours of instruction and pre and post-assessment

Frequency: Classes will be held two days per week, one hour per day

Location of Tutoring: Woodrow Wilson Campus and Sylvan Learning Center of Glendale 741 Glenvia Street #
201, Glendale, CA 91206

Cost per Student: \$975

Total Contract: \$21,380

ADDENDUM B

“Cost Proposal”

Number of Students: 21

Hours per Student: 30

Price per Student: \$975

Total Cost: \$21,380 ($\975×30) Cost per Day: \$712 ($\$21,380/30$)

Sylvan will submit a monthly invoice for the number of days of service delivered in that month. For instance, if services were provided on 8 days, the invoice for that month would be $\$712 \times 8 = \$5,701$. Payment is due to Sylvan within 30 days of receipt of invoice.

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: 10/1/21
Name of Contractor: The Southern California Learning Corp. DBA Sylvan Learning 
Signature: 
Print Name and Title: Todd Crabtree, 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: 10/1/21

Name of Contractor or Company: The Southern California Learning Corp. DBA Sylvan Learning Centers

Representative's Name and Title: Todd Crabtree, President


Signature: 

EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

The Southern California Learning
Corp. DBA/Sylvan Learning Centers

I am the President of The Southern California, 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 10/1/21 [date], at Glendale [city], CA [state].



Signature

Todd Crabtree

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 The Southern California Learning Corp. DBA/Sylvan Learning Centers ("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.

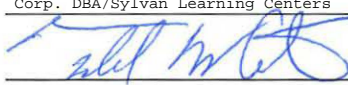
Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- 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: 10/1/21

Name of Contractor: The Southern California Learning Corp. I
The Southern California Learning Corp. DBA/Sylvan Learning Centers

Signature: 

Print Name and Title: Todd Crabtree, 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:

The Southern Calif
The Southern California Learning


I am a representative of the Corp. DBA/Sylvan Learning Centers ("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.

The Southern California Learning Corp. DBA
The Southern California Learning Corp. DBA/Sylvan Learning Centers

Name of Contractor:

_____ 

Signature:

 _____

Print Name and Title:

Todd Crabtree, President

Date:

10/1/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Toll Middle School**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$24,000 for tutoring and instructional support services for students at Toll Middle School.

Glendale Unified School District, in partnership with The Southern California Learning Corporation, dba Sylvan Learning Centers, will offer after school tutoring and instructional support services for eligible students at Toll Middle School. Tutoring services will be provided in remedial reading instruction via in-person or distance learning should the California Health Department guidelines change. The program will include word analysis, vocabulary development, and comprehension strategies. Approximately 18 students shall be offered a total of 44 hours each of tutoring.

The contract period runs from October 13, 2021, to June 13, 2022. The cost for the tutoring services, funded out of Toll Middle School's Title III funds, is \$24,000 for 18 eligible 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

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

CAT PROG SEP29*21 #1148

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 13th day of October, 2021 by and between the Glendale Unified School District, (“District”) and The Southern California Learning Corp. DBA Sylvan Learning Centers a corporation, whose place of business is Glendale [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the “Scope of Work” attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on October 13, 2021 and will diligently perform as required and complete performance by June 13, 2022
- 2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Twenty four thousand & 00/100 dollars (\$ 24,000.00) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

Note: Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

- 4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
 - 4.1. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**
 Commercial General Liability Insurance and Any Auto Automobile Liability

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

- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
 - 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
 - 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, 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.

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

District:

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

Contractor:

The Southern California Learning Corp. DBA Sylvan Learning Centers
PO BOX 8132
Mission Hills, CA 91346
Attn: Todd Crabtree

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
41. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

42. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

SIGNATURE PAGE

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

Company Name The Southern California Learning Corp. DBA Sylvan Learning Centers

By: [Signature]
Signature
Todd Crabtree
Print Name

Executive Director
Title:
Dated: September 23rd, 2021

By: _____
Signature
Print Name

Title:
Dated: _____, 20__

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

Information regarding Contractor:

License No.: 03317974
Address: PO Box 8132
Mission Hills, CA 91346
Telephone: 626-544-5109
Facsimile: _____
E-Mail: toddcrabtree@sylvansocal.com

20-4020272;
Employer Identification and/or
Social Security Number

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

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

Glendale Unified School District

By: _____

Date: _____

Print Name: Dr. Kelly King

Print Title: Assistant Superintendent, Educational Services

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's entire Proposal is not made part of this Agreement.

Contractor may provide the following General Services:

Funding and Related Costs

Approximate Number of Students: 18

Total Hours : 44 hours per student

Total Contract: \$24,000

Location of Tutoring: Toll Middle School Campus

Provide Services

We will provide 44 sessions of remedial reading instruction to 18 Toll Middle School students. Program will include word analysis, vocabulary development and comprehension strategies using Sylvan proprietary curriculum.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

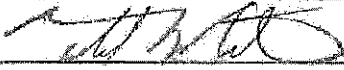
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 9-23-2021

Name of Contractor: The Southern California Learning Corp. DBA Sylvan Learning Centers

Signature: 

Print Name and Title: Todd Crabtree, Executive Director

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: 9-23-2021

Name of Contractor or Company: The Southern California Learning Corp. DBA Sylvan Learning Centers

Representative's Name and Title: Todd Crabtree, Executive Director

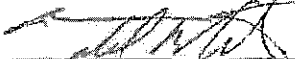
Signature: 

EXHIBIT "C"

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

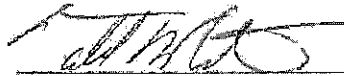
The undersigned declares:

I am the Executive Director of The Student-Centered Learning/Coop DBA System Learning Center, 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 September 23rd [date], at Glendale [city], CA [state].



Signature

Todd W Crabtree

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 The Southern California Learning Corp. DBA Sylvan _____ ("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.

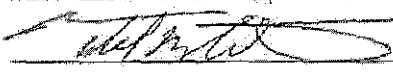
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 9-23-2021

Name of Contractor: The Southern California Learning Corp DBA Sylvan

Signature: 

Print Name and Title: Todd Crabtree, Executive Director

Services cannot be rendered until all documentation is submitted and final approval is received.

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 The Southern California Learning Corp, DBA Sylvan Learning Centers ("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: The Southern California Learning Corp, DBA Sylvan Learning Centers

Signature:



Print Name and Title:

Todd Crabtree, President

Date:

9/23/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Jefferson Elementary School**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$23,400 for tutoring and instructional support services for English learner students at Thomas Jefferson Elementary School.

Glendale Unified School District, in partnership with The Southern California Learning Corporation, dba Sylvan Learning Centers, will offer after school tutoring and instructional support services for eligible English Language Learner students at Jefferson Elementary School. Tutoring services will be provided in English Language Development, as needed, via in-person or distance learning should the California Health Department guidelines change. Three cohorts with up to eight students each shall be offered a one-hour class after school, twice a week, for a total of 30 one-hour group sessions. A pre-test will be administered to place eligible students into groups according to their English proficiency levels. At the end of the services, provider will conduct a post-test and distribute the results to the school.

The contract period runs from October 18, 2021, to May 30, 2022. The cost for the tutoring services, funded out of Thomas Jefferson School's Title III funds, is \$23,400 for 24 eligible students.

Glendale Unified School District
Consent Calendar No. 14
October 12, 2021
Page 2

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

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 Southern California Learning Corp. DBA Sylvan Learning Centers, 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 10/18/2021 and will diligently perform as required and complete performance by 5/30/2022.

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: Contractor will submit a prorated monthly invoice for the number of days of service provided that month.

Payment is due 30 days after receipt of invoice.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against 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:

The Southern California Learning Corp. DBA Sylvan Learning Centers
PO Box 8132
Mission Hills, CA 91346
Attn: Todd Crabtree

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.

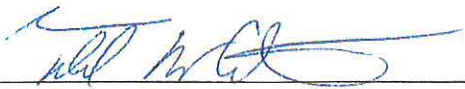
32. Counterparts

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 Southern California Learning Corp. DBA Sylvan Learning Centers

By: 
Signature

President
Title

Todd Crabtree
Print Name

Dated: 9/29, 2021

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.:
03317974

Employer Identification Number:
20-4020272

Address: PO Box 8132
Mission Hills, CA 91346

Telephone: 818-639-9692

Email: toddcrabtree@sylvansocal.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Sylvan reading programs provide small group intervention for students who are identified as at-risk and who have difficulty achieving at grade-level in reading or math. Aligned to state and Common Core standards, the program utilizes research-based methodologies that have been proven effective in addressing the needs of students who are struggling academically.

Our instructional approach combines pre and post assessment, formative assessment, differentiated instruction, cooperative learning and a student motivation system.

Cost and Details

Number of Students: 24 students from Thomas Jefferson Elementary School

Total Hours per Student: 30 hours of instruction and pre and post assessment

Frequency: Classes will be held two days per week, one hour per day

Location of Tutoring: Sylvan Learning Center of Glendale - 741 Glenvia Street # 201, Glendale, CA 91206

Cost per Student: \$975

Total Contract: \$23,400

ADDENDUM B

“Cost Proposal”

Number of Students: 24
Hours per Student: 30
Price per Student: \$975
Total Cost: \$23,400 ($\975×24)
Cost per Day: \$780 ($\$23,400/30$)

Sylvan will submit a monthly invoice for the number of days of service delivered in that month. For instance, if services were provided on 8 days, the invoice for that month would be $\$780 \times 8 = \$6,240$. Payment is due to Sylvan within 30 days of receipt of invoice.

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.

9/29/21

Date:

Name of Contractor: The Southern California Learning Corp. DBA Sylvan Learning Centers

Signature:



Print Name and Title: Todd Crabtree, 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: 9/29/21

Name of Contractor or Company: The Southern California Learning Corp. DBA Sylvan Learning Centers

Representative's Name and Title: Todd Crabtree, 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 The Southern California Learning Corp. DBA Sylvan Learning Centers, 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 9/29/21 [date], at Glendale [city], CA [state].



Signature

Todd Crabtree

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 The Southern California Learning Corp, DBA Sylvan Learning Centers ("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.

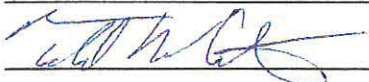
Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- 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: 9/29/21

Name of Contractor: The Southern California Learning Corp. DBA Sylvan Learning Centers

Signature:  _____

Print Name and Title: Todd Crabtree, 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 The Southern California Learning Corp. DBA Sylvan Learning Centers ("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: The Southern California Learning Corp. DBA Sylvan Learning Centers

Signature: 

Print Name and Title: Todd Crabtree, President

Date: 9/29/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

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. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers for Columbus Elementary School**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$23,400 for tutoring and instructional support services for English learner students at Columbus Elementary School.

Glendale Unified School District, in partnership with The Southern California Learning Corporation, dba Sylvan Learning Centers, will offer after school tutoring and instructional support services for eligible English learner students at Columbus Elementary School. Tutoring services will be provided in reading or math, as needed, via in-person or distance learning should the California Health Department guidelines change. Approximately 24 students each shall be offered a one-hour class after school, twice a week, for a total of 30 hours of instruction per student. A pre-test will be administered to place eligible students into groups according to their English proficiency levels. At the end of the services, provider will conduct a post-test and distribute the results to the school.

The contract period runs from October 13, 2021, to May 30, 2022. The cost for the tutoring services, funded out of Columbus Elementary School's Title III funds, is \$23,400 for 24 eligible 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

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 Southern California Learning herein after referred to as ("Contractor").
Corp., DBA Sylvan Learning Centers

The Parties do hereby contract and agree as follows:

1. Term

Contractor shall commence providing services under this Agreement on or about 10/13/21 and will diligently perform as required and complete performance by 5/30/22.

2. Scope of Services

CONTRACTOR will perform the services described in the "Scope of Work" attached hereto as Addendum A and made a part thereof.

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

3. Compensation

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Contractor will submit a prorated monthly invoice for the number of days of service provided that month.

Payment is due 30 days after receipt of invoice.

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

4. Expenses

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

5. Materials

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

6. Independent Contractor

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

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

7. **Joint Employer**

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against 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:

The Southern California Learning Corp., DBA Sylvan Learning Centers
PO Box 8132
Mission Hills, CA 91346
ATTN: Todd Crabtree

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.

The Southern California Learning Corp. DBA/Sylvan Learning Centers

Company Name: The Southern California Learning

By: [Signature]
Signature

Todd Crabtree
Print Name

President
Title

Dated: 10/1, 2021

By: _____
Signature

Print Name

Title

Dated: _____, 20__

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

Information regarding Contractor:

License No.:
03317974

Address: PO Box 8132
Mission Hills CA 91346

Employer Identification Number:
20-4020272

Telephone: 818-639-9692
Email: toddcrabtree@sylvansocal.ca

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent, Educational Services

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Sylvan reading programs provide small group intervention for students who are identified as at-risk and who have difficulty achieving at grade level in reading or math. Aligned to state and Common Core standards, the program utilizes research-based methodologies that have been proven effective in addressing the needs of students who are struggling academically.

Our instructional approach combines pre and post-assessment, formative assessment, differentiated instruction, cooperative learning, and a student motivation system.

Cost and Details

Number of Students: 24 students from Columbus Elementary School

Total Hours per Student: 30 hours of instruction and pre and post-assessment

Frequency: Classes will be held two days per week, one hour per day

Location of Tutoring: Sylvan Learning Center of Glendale - 741 Glenvia Street # 201, Glendale, CA 91206

Cost per Student: \$975

Total Contract: \$23,400

ADDENDUM B

“Cost Proposal”

Number of Students: 24

Hours per Student: 30

Price per Student: \$975

Total Cost: \$23,400 ($\975×24) Cost per Day: \$780 ($\$23,400/30$)

Sylvan will submit a monthly invoice for the number of days of service delivered in that month. For instance, if services were provided on 8 days, the invoice for that month would be $\$780 \times 8 = \$6,240$. Payment is due to Sylvan within 30 days of receipt of invoice.

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: 10/1/21
Name of Contractor: The Southern California Learning Corp. DBA Sylvan Lea
Signature: 
Print Name and Title: Todd Crabtree, 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: 10/1/21

Name of Contractor or Company: The Southern California Learning Corp. DBA Sylvan
The Southern California Learning Corp. DBA/Sylvan Learning Centers 

Representative's Name and Title: Todd Crabtree, President


Signature: 

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

The undersigned declares: The Southern California Learning
Corp. DBA/Sylvan Learning Centers

I am the President of The Southern California, 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 10/1/21 [date], at Glendale [city], CA [state].



Signature

Todd Crabtree
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 Southern California Learning Corp. DBA/Sylvan Learning Centers} ~~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.

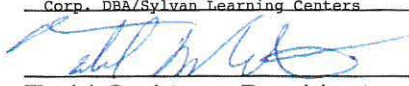
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 10/1/21

Name of Contractor: The Southern California Learning Corp. [
The Southern California Learning Corp. DBA/Sylvan Learning Centers

Signature: 

Print Name and Title: Todd Crabtree, 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 Southern Calif}
The Southern California Learning
Center ^{DBA/Sylvan Learning Centers} ("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: The Southern California Learning Corp. DBA
The Southern California Learning
Corp. DBA/Sylvan Learning Centers 

Signature: 

Print Name and Title: Todd Crabtree, President

Date: 10/1/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 16

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 The Southern California Learning Corporation, dba Sylvan Learning Centers for R. D. White Elementary School**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and The Southern California Learning Corporation, dba Sylvan Learning Centers in the amount of \$16,219 for tutoring and instructional support services for English learner students at R.D. White Elementary School.

Glendale Unified School District, in partnership with The Southern California Learning Corporation, dba Sylvan Learning Centers, will offer after school tutoring and instructional support services for eligible English learner students at R.D. White Elementary School. Tutoring services will be provided in reading or math, as needed, via in-person or distance learning should the California Health Department guidelines change. Approximately 30 students each shall be offered a one-hour class after school, twice a week, for a total of 16 hours of instruction per student. A pre-test will be administered to place eligible students into groups according to their English proficiency levels. At the end of the services, provider will conduct a post-test and distribute the results to the school.

The contract period runs from October 13, 2021, to May 30, 2022. The cost for the tutoring services, funded out of R.D. White Elementary School's Title III funds, is \$16,219 for 30 eligible 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

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 Southern California Learning Corp. DBA Sylvan Learning Centers, 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 October 2021 and will diligently perform as required and complete performance by May 2022.

2. **Scope of Services**

In-person, small-group, after-school tutoring in English Language Development for approxi

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: Total fee not to exceed \$16,219.

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 Southern California Learning Corp., DBA Sylvan Learning Centers
PO Box 8132
Mission Hills, CA 91346
ATTN: Todd Crabtree

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.

The Southern California Learning Corp. DBA Sylvan Learning Centers

Company Name: _____

By: 
Signature

Todd Crabtree
Print Name

President
Title

Dated: 10/1, 2021

By: _____
Signature

Print Name

Title

Dated: _____, 20__

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

Information regarding Contractor:

License No.:
03317974

Address: PO Box 8132
Mission Hills CA 91346

Employer Identification Number:
20-4020272

Telephone: 818-639-9692

Email: toddcrabtree@sylvansocal.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature
Dr. Kelly King

Print Name

Assistant Superintendent, Educational Services

Title
Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Sylvan reading programs provide small group intervention for students who are identified as at-risk and who have difficulty achieving at grade level in reading or math. Aligned to state and Common Core standards, the program utilizes research-based methodologies that have been proven effective in addressing the needs of students who are struggling academically. Our instructional approach combines pre and post-assessment, formative assessment, differentiated instruction, cooperative learning, and a student motivation system.

Cost and Details

Number of Students: 30 students from White Elementary School

Total Hours per Student: 16 hours of instruction and pre and post-assessment

Frequency: Classes will be held two days per week, one hour per day

Location of Tutoring: Sylvan Learning Center of Glendale - 741 Glenvia Street # 201, Glendale, CA 91206

Cost per Student: \$540

Total Contract: \$16,219

ADDENDUM B

“Cost Proposal”

Number of Students: 30

Hours per Student: 16

Price per Student: \$540

Total Cost: \$16,219 ($\540×30) Cost per Day: \$1,013 ($\$6,219/16$)

Sylvan will submit a monthly invoice for the number of days of service delivered in that month. For instance, if services were provided on 8 days, the invoice for that month would be $\$1,013 \times 8 = \$8,104$.

Payment is due to Sylvan within 30 days of receipt of invoice.

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: 10/1/21
Name of Contractor: The Southern California Learning Corp. DBA Sylvan Learning Centers
Signature: 
Print Name and Title: Todd Crabtree, 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.

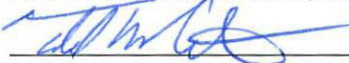
The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

10/1/21

Date:

The Southern California Learning Corp. DBA Sylvan Learning Centers

Name of Contractor or Company:



Todd Crabtree, President

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 ^{President} _____ of ^{The Southern California Learning Corp. DBA Sylvan Learning Centers} _____, 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 10/1/21 [date], at Glendale [city], CA [state].



Signature

Todd Crabtree

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

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

The Southern California Learning Corp. DBA Sylvan Learning Centers

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.

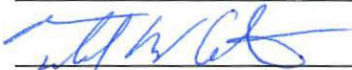
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 10/1/21
The Southern California Learning Corp. DBA Sylvan Learning Centers

Name of Contractor: _____

Signature: 
 Todd Crabtree, President

Print Name and Title: _____

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

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

The Southern California Learning Corp. DBA Sylvan Learning Centers

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.

The Southern California Learning Corp. DBA Sylvan Learning Centers

Name of Contractor: _____

Signature:  _____

Todd Crabtree, President

Print Name and Title: _____

10/1/21

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 17

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 Basic Textbooks for Use in High Schools in the Area of Visual and Performing Arts**

The Superintendent recommends that the Board of Education approve basic textbooks (Foundations for Superior Performance: Warm-ups and Technique for Band; and Habits of a Successful String Musician) for use in high schools in the area of Visual and Performing Arts.

The books have been reviewed for content and evaluated by the members of the Visual and Performing Arts Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education. In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration.

HIGH SCHOOLS

Department: Visual and Performing Arts

Band, Grades 9-12
Foundations for Superior Performance (Warm-ups and Technique for Band), by Richard Williams & Jeff King
Published by Neil A. Kjos Music Company, 1997

Orchestra, Grades 9-12
Habits of a Successful String Musician, by Rich Moon & Christopher Selby
Published by GIA Publications, 2014

Glendale Unified School District
Consent Calendar No. 17
October 12, 2021
Page 2

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

October 12, 2021

CONSENT CALENDAR NO. 18

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 New Course of Study Outlines for Use in High Schools in the Areas of English and History-Social Science**

The Superintendent recommends that the Board of Education approve course of study outlines for three new courses (Mythology, Philosophy, and Women's Studies) for use in high schools in the areas of English and History-Social Science.

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 Math and Science Curriculum Study Committees. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

HIGH SCHOOLS

Department: English

Course Title: Mythology

School(s)
Course Offered: Glendale High School

UC/CSU
Approved: Yes, (G) College-Preparatory Elective

Course Credits: 10

Recommended
Prerequisite: N/A

Recommended

Textbook: *Introduction to Mythology: Contemporary Approaches to Classical and World Myths 4th ed.* Eva M. Thury and Margaret K. Deviney
Online Resource: <https://learninglink.oup.com/search/thury>

Course Overview: This year-long mythology class will be a standards-based course that advances student skills in the core CCSS ELA domains: Reading Nonfiction, Reading Literature, Writing, Listening and Speaking, and Language, while introducing students to mythology from around the world, including deities, heroes, monsters, and trickster figures. We will also examine folktales, fairy tales, poetry, and excerpts from literary works inspired by mythology, while exploring the relationships between ritual and myth, as well as dreams and myth. Through analysis of myths from different parts of the world, students will be able to identify common themes, motifs, symbols, and archetypes across cultures and different time periods. Students will also examine how mythology developed to explain death and natural disasters, to justify burial and other sacred rituals, to create a sense of identity for a people, expressing the values of the societies which developed and/or perpetuated these stories. We will also address the essential questions: 1) What is mythology? 2) Why is it necessary to explore the origins, purpose, and the persistence of myth? 3) How and why do we create myths in modern society? 4) What does the mythmaking process reveal about how humanity has coped and is still coping with the puzzle of being human, as we continue to search for meaning and reassurance in a universe that is not always hospitable?

Department: History/Social Science

Course Title: Philosophy

Course Code: 6267D/6268D

Grade Level(s): 9-12

School(s)

Course Offered: Glendale High School

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

Course Credits: 10

Recommended
Prerequisite: None

Recommended
Textbook: *Philosophy Made Simple*, Popkin, Richard H. and Avrum Stroll
Crown; 2nd edition (July 1, 1993)

Course Overview: This course is an introduction to the major concerns of Western philosophy. Topics included are the question of ethics, metaphysics, the philosophy of religion, and the theory of knowledge. Through an examination of the evolution of key philosophical issues, students will also learn how arguments are formed, how new theories are developed from philosophical debate, and how through disagreement a greater understanding of complex topics can occur. Throughout the class students will examine their own systems of knowledge, beliefs, and the course will culminate with them creating a portfolio of their own personal philosophy.

Department: **History/Social Science**

Course Title: Women's Studies

School(s)
Course Offered: Glendale High School

UC/CSU
Approved: Yes, (G) College-Preparatory Elective

Course Credits: 10

Recommended
Prerequisite: N/A

Recommended

Textbook: *Feminist Frontiers*, Taylor, Whittier, & Rupp

Course Overview: The goal of Women's Studies is to provide students with the skills and knowledge necessary to think critically about the diverse experiences of women around the world. This includes the intersection of race, class, gender, and other areas of one's identity. To accomplish this, we must first understand the social construction of gender. We will also focus on diversity and differences, representation, reproductive justice, activism/social change, and popular culture.

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

High School

Date

(Meeting date will be typed in after Board Approval)

Department: English

Course Title: Mythology

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

School(s)

Course Offered: Glendale High School

UC/CSU

Approved: Yes, (G) College-Preparatory Elective

Course Credits: 10

Recommended

Prerequisite: N/A

Recommended

Textbook: *Introduction to Mythology: Contemporary Approaches to Classical and World Myths 4th ed.* Eva M. Thury and Margaret K. Devinney
Online Resource: <https://learninglink.oup.com/search/thury>

Course Overview: This year-long mythology class will be a standards-based course that advances student skills in the core CCSS ELA domains: Reading Nonfiction, Reading Literature, Writing, Listening and Speaking, and Language, while introducing students to mythology from around the world, including deities, heroes, monsters, and trickster figures. We will also examine folktales, fairy tales, poetry, and excerpts from literary works inspired by mythology, while exploring the relationships between ritual and myth, as well as dreams and myth. Through analysis of myths from different parts of the world, students will be able to identify common themes, motifs, symbols, and archetypes across cultures and different time periods. Students will also examine how mythology developed to explain death and natural disasters, to justify burial and other sacred rituals, to create a sense of identity for a people, expressing the values of the societies

which developed and/or perpetuated these stories. We will also address the essential questions: 1) What is mythology? 2) Why is it necessary to explore the origins, purpose, and the persistence of myth? 3) How and why do we create myths in modern society? 4) What does the mythmaking process reveal about how humanity has coped and is still coping with the puzzle of being human, as we continue to search for meaning and reassurance in a universe that is not always hospitable?

First Semester

Unit 1: Introduction to the Study of Myth: Myth, Symbol, and Archetype (9 Weeks)

- A. The introductory unit of this course will address two essential questions: What is mythology and why is it important? Students will examine the significance of the oral tradition and be introduced to predominant gods/goddesses, heroes, monsters, and trickster figures. Using Joseph Campbell's *Hero's Journey* as the archetypal theme, students will compare excerpts from *The Epic of Gilgamesh*, *The Ramayana*, *The Mwindo Epic*, *Prose Edda*, *Arthurian Legend*, *Oedipus the King*, the story of *Prometheus*, *The Odyssey*, as well as North American and African and African-American tales to trace the epic journey of a hero and trickster figures in mythology.

We will watch Joseph Campbell's *The Power of Myth* and study "The Hero's Adventure," along with the 12 stages of a hero's journey. We will also examine contemporary epic journeys, including *Harry Potter*, *Star Wars*, *Hercules* (animation), *Thor*, *Troy*, *The Matrix*, *I am Legend*, and *Stargate*. While viewing selected scenes from these films, students will apply concepts learned to pop culture and identify ways in which we embody and incorporate myths in the modern world. Students will also analyze theories by C.G. Jung and Claude Levi-Strauss to gain insight into how myths are developed and how they can be looked at from the standpoint of different disciplines, including history, sociology, anthropology, and psychology.

- B.
- Formal assessments will include teacher made tests and quizzes.
 - A scoring rubric and a presentation rubric will be introduced to students and used for all writing assignments and group presentations.
 - Assignment #1 Research Paper: Research a myth from your own culture (or a myth from another culture of your choice) and present it to the class using Google Slides, a Prezi or PowerPoint presentation. Include a 2-3-page summary and analysis of the myth selected using MLA guidelines and citations. Identify themes, symbols, motifs, and archetypes within the myth and analyze how the myth reflects the values, beliefs, fears, and concerns of the culture at that period in time.
 - Assignment #2 Reflective Essay: Write a 5-7 paragraph Reflective Essay connecting Campbell's *Hero's Journey* with your own life and journey through adolescence.

Unit 2: Myths of Creation and Destruction

(7 weeks)

- A. Students will explore creation and destruction myths in Greek, Roman, Biblical, Mesopotamian, Icelandic, Native American, African, and Chinese traditions. Students will examine thematic similarities and differences among these myths and identify the parallel structures found in creation and destruction stories around the world. We will examine the nature of the gods, the advantages and disadvantages of their omnipotence, their morality, how they serve as models for human beings, how the gods embody human frailties themselves, and how these stories about them shape our beliefs.
- B.
- Formal assessments will include teacher made tests and quizzes.
 - A scoring rubric and a presentation rubric will be introduced to students and used for all writing assignments and group presentations.
 - Assignment #1 Pantheon of Gods Project: Select a region of your choice from the classical world, Europe, Asia, The Americas, Africa, or Oceania. (Greek, Roman, Babylonian, Mesopotamian, Icelandic/Norse, African, Egyptian, Chinese, Japanese, Persian, Armenian, North American, South American, Central American myths). These presentations can be in the form of posters, diorama, Prezi, PowerPoint, Google Slides, film, or any other visual presentation form. Write a 3-5 paragraph MLA formatted research paper discussing the significance and influence of these gods in that particular culture and in world mythology.
 - Assignment #2 Creation or Destruction Chart: Create either a Creation Chart or a Destruction Chart that compares and contrasts world creation or destruction myths. Use visual aids to illustrate the act of creation, the divinities responsible for the creation, and the role humans or other characters play in the creation stories. The Destruction Charts will show the parties responsible, analyze the purpose and function of destruction, the emotions or deities involved, as well as stories of rebirth and reconciliation. Write a 3-5 paragraph thesis-based essay using MLA guidelines.
 - Assignment #3 Analysis Essay: Write a 3-5 paragraph essay analyzing the theme and/or the possible insights these creation and destruction stories provide for each culture.

Second Semester

Unit 3: Folktale and Myth, Literature and Myth

(9 weeks)

- A. Students will identify the similarities and differences between folktales and myths, understand that they both emerge from the oral tradition, and observe how both serve the same function for society: Passing on cultural norms and values. By reading Vladimir Propp's "The Morphology of the Folktale" and Grimms' Household Tales, students will be able to use Propp's framework for comparing stories. Students will also

read literary works inspired by mythology, such as "To Homer," "Ulysses," "Leda and the Swan," "The Second Coming," "Leda," "Snow White and the Seven Dwarfs," "A Litany for Survival," "Between Ourselves," "Yellow Woman," and a chapter on "Narrative and Myth," reflecting on how myths take on different meanings in different cultures throughout the passage of time as perspectives and values change. Students will read and analyze literature specifically focusing on allusions to characters and events in mythology, explain how these references enrich the literary work, and determine how the tastes and expectations of readers change over time.

B.

- Formal assessments will include teacher made tests and quizzes.
- A scoring rubric and a presentation rubric will be introduced to students and used for all writing assignments and group presentations.
- Assignment #1 Writing Assignment (select one option): 1) Write an original fairy tale of your own, incorporating Propp's framework and structure for the fairy tale, but write from a more contemporary perspective reflecting updated gender roles and values upheld in modern society. 2) Write a folk tale, myth, narrative, or poem using allusions to mythological characters or stories. 3) Find lyrics to a contemporary song that contains references to mythological themes and in a 3-5 paragraph thesis-based essay, argue whether the mythology connections enrich the song or not.
- Assignment #2 Dramatic Representation: In groups, act out a myth or fairy tale of your choice using costumes, props, and digital tools to bring the literature to life. Write a 1-2-page reflective paper on your artistic choices and the moral you tried to convey through the re-enactment of the selected literary piece.

Unit 4: Ritual and Myth, Dreams and Myth, Contemporary Myth

(11 weeks)

- A. In this unit, students will explore the relationship between ritual and myth, and dreams and myth. By reading Victor Turner's theory *The Forest of Symbols*, students will learn how rituals serve as symbols to define events and traditions in society. Students will read about Demeter and Persephone, Isis and Osiris, Heracles and Dionysus, Meals in the Bible, and The Rituals or Iceland to appreciate how myths affect and reflect our view of reality. Students will also read C.G. Jung's *Theory: Man and His Symbols*, learning how myths and dreams are the primary pathway to self-realization because they allow human beings to understand and relate to parts of their psyches that would otherwise be inaccessible to them.

Students will be introduced to the different types of archetypes: the shadow, animus or anima, and Self. Through analysis of select mythological stories, students will chart how the same or similar archetypal images are found in people from different cultures, how archetypal images originate in the unconscious, and how dynamic these images are. Students will apply their understanding of cosmology, morality, symbol, archetype,

recurring themes and motifs to the contemporary myths we've created. We will also study individual characters in modern film and literature, with emphasis on modern superheroes, and determine what the depictions of heroes say about contemporary American society.

B.

- Formal assessments will include teacher made tests and quizzes.
- A scoring rubric and a presentation rubric will be introduced to students and used for all writing assignments and group presentations.
- Students may choose any two of the following projects below:**
- Assignment #1 Collage: Scan current magazines or newspapers for illustrations of any themes and images that you consider mythic and make a collage. Usually (but not always), this means applying one of the systems of analysis we learned in class, including insights produced by analyses of myth; Jung; Levi-Strauss; Campbell (the hero on a quest); Propp. Write a 5-7 paragraph essay explaining the significance of each image in the collage and how it is mythic.
- Assignment #2 Ancient and Modern Heroes Research Project: Conduct research to find as many similarities and differences as you can between ancient heroes and modern heroes. Search for modern heroes and/or literary characters that are based on ancient heroes and/or mythological characters. Write a 5-7 paragraph essay explaining how contemporary authors sometimes rely on ancient texts/ideas to create new heroes that modern audiences find admirable. Include specific literary works, titles of films, names of characters, who they're based upon and provide as many details and examples possible to support their claim. Create a poster or other visual aid to present to the class.
- Assignment #3 Film Analysis: Choose a film or TV show that is heavily loaded with mythic content. Trace the themes and images that justify your selection. You can also compare the movie(s) to the TV series. Analyze the film or TV series according to at least two or more of the interpretive systems found in the course readings. These include: the various insights produced by analyses of myth; Jung; Levi-Strauss; Campbell (the hero on a quest); Propp. Write a 5-7 paragraph thesis-based essay in MLA style and present selected footage and brief analysis to the class.
- Assignment #4 Food as Ritual: Research recipes from any of the cultures we've studied and make food to share with the class. Discuss where the following dish originated from, the ingredients found, how to prepare it, when the dish was usually served, and what significance it held in the culture. Write a 5-7 paragraph research-based paper with MLA citations and a Works Cited page.

Additional Recommended Materials - None

Glendale Unified School District

High School

August 31, 2021

Department: Social Studies

Course Title: Philosophy

Course Code: 6267D/6268D

Grade Level(s): 9-12

School(s)

Course Offered: Glendale High School

UC/CSU Approved

(Y/N Subject): Yes, (G) College-Preparatory Elective

Course Credits: 10

Recommended

Prerequisite: None

Recommended

Textbook: Popkin, Richard H. and Avrum Stroll. Philosophy Made Simple.
Crown; 2nd edition (July 1, 1993)

Course Overview: This course is an introduction to the major concerns of Western philosophy. Topics included are the question of ethics, metaphysics, the philosophy of religion, and the theory of knowledge. Through an examination of the evolution of key philosophical issues, students will also learn how arguments are formed, how new theories are developed from philosophical debate, and how through disagreement a greater understanding of complex topics can occur. Throughout the class students will examine their own systems of knowledge, beliefs, and the course will culminate with them creating a portfolio of their own personal philosophy.

First Semester

Unit 1: Introduction to Philosophy

(3 weeks)

- A. This unit is designed to introduce the student to the concept of critical thinking, logic, and how one studies Philosophy. Students will learn what it means to define philosophy and the different varieties it contains. Students will learn that philosophers have historically attempted to work out some general, systematic, coherent, and consistent picture of all that we know and think. They will obtain a general understanding of ethics, political philosophy, metaphysics, and the theory of knowledge.
- CCSS.ELA-LITERACY.RH.11-12.1
Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.
 - CCSS.ELA-LITERACY.RH.11-12.2
Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.
- B. Students shall produce 1-2 page “pre-knowledge” reflection papers offering their initial opinions on the big ideas presented in class. Each paper shall respond to an essential question, for example, “How do you know the difference between right and wrong?” or “How do you know that you exist?” Papers will be presented in class.

Unit 2: Ethics

(6 weeks)

- A. In this unit, students will investigate and evaluate the theoretical study of the different codes or sets of principles by which people live their lives. Students will attempt to answer the question of what is right and what is wrong and discuss whether there are any universal ethical truths. They will learn where ethical principles come from and what they mean and consider the moral standards that determine right and wrong. Students will determine how theories of ethics apply to specific issues of contemporary relevance and study. Students will read works about: Platonism, Aristotle, Hedonism, Cynicism, Spinoza, Kant, Naturalism, and Objectivism.
- CCSS.ELA-LITERACY.RH.11-12.3
Evaluate various explanations for actions or events and determine which explanation best ACCORDS with textual evidence, acknowledging where the text leaves matters uncertain.

- B. Students will choose a specific issue of contemporary relevance, such as the environment, war, immigration, capital punishment, etc. Using the different ethical theories studied in class, students will write a 1.5-2 page essay describing how each branch of ethics would view the issue and how they would solve it. Students will present their essay in class.

Unit 3: **Political Philosophy**

(6 weeks)

- A. In this unit, students will define and study political philosophy. They will discuss what a person's relationship is to society is and what role ethics play in the relationship between individuals and society. Students will investigate what a government owes its citizens and what citizens owe a government. Students will study the work of Thomas Hobbes, John Locke, John Stuart Mill, and Marx. They will discuss what an "ideal" form of government would look like and debate whether or not there is an "ideal" form. Students will examine what the primary values are that hold a society together and if there is ever a legitimate reason to overthrow a government.
- CCSS.ELA-LITERACY.RH.11-12.8
Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.
 - CCSS.ELA-LITERACY.RH.11-12.9
Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.
- B. Using one of the four political philosophers studied in this unit, students will create their own country and government using their particular philosophy on what a government should look like. Students will name their country, name their political party, and create laws that abide by their chosen philosophy. Students will need to create a travel brochure of their country and present it in class.

Unit 4: **Applied Ethics**

(4 weeks)

- A. This unit is designed for students to examine current ethical issues with the knowledge they have obtained from all previous units. Students will examine and discuss issues such as: is it a criminal act to euthanize an animal, should drugs be legalized, is terrorism ever justified, and is cheating morally wrong.
- CCSS.ELA-LITERACY.RH.11-12.9
Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.
- B. Students will debate these issues in classes, being sure to choose an ethical framework to work within. They will defend and critique peer positions from within their chosen

philosophical framework and spend much of the unit researching and working on a 2-3 page position paper.

Second Semester

Unit 5: Metaphysics

(6 weeks)

A. This unit is designed to introduce students to the study of metaphysics. Students will learn about pluralism and monism and explore the concept of free will. Students will debate how one knows that they “exist” and attempt to answer the question of what “reality” is. Students will read and examine Plato’s “Allegory of the Cave” and write about the concept of reality Plato is attempting to push forward with this piece. Students will read about and discuss the concept of Determinism and evaluate their own concepts of free will and be able to debate their opinions. Additionally, students will read criticism of metaphysics.

- CCSS.ELA-LITERACY.RH.11-12.1

Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.

- CCSS.ELA-LITERACY.RH.11-12.2

Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.

B. Students will interview 6-8 people, using a system of Cartesian Queries and formulate the interviews into prose format for the purpose of presentations. Possible questions may include: Can you trust reality? Can you prove you exist? How are you sure that you’re not dreaming right now? Students will then interpret their interviewee’s questions and write a 2 page essay on what they discovered about people’s perception of reality and existence. It will be presented in class.

Unit 6: Philosophy of Religion

(6 weeks)

A. In this unit, students will learn about the philosophy of religion. Students will study the work of David Hume, St. Thomas Aquinas, and look at the theory of cosmology. Students will critically think about the evidence for the existence of god and discuss what “rational” belief is and learn to define it. They will examine the existence of “evil” and debate how evil and a belief in God can coexist. Students will understand the relationship between ethics and morality and be able to describe the difference between theology and the philosophy of religion.

- CCSS.ELA-LITERACY.RH.11-12.4

Determine the meaning of words and phrases as they are used in a text, including analyzing how an author uses and refines the meaning of a key term over the course of a text (e.g., how Madison defines *faction* in *Federalist* No. 10).

- CCSS.ELA-LITERACY.RH.11-12.5
Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.

B. Students will read "Proof of Existence of God" by St. Thomas Aquinas. They will approach the material as an "expert" on the subjects of religion and philosophy. They will write a 3-4 page paper outlining their interpretation and criticisms of the material. They will be required to cite possible responses/criticism of at least two other philosophers in their paper, based upon their previous knowledge.

Unit 7: Theory of Knowledge

(6 weeks)

A. This unit is designed to introduce students to the theory of knowledge. Students will study the relationship between knowledge and belief as well as knowledge and truth. They will understand what it means to justify knowledge and examine how the senses play into how one obtains knowledge. Students will study the philosophy and concepts of Descartes, Ancient Greeks, Bishop George Berkeley, and Kant. They will also work to understand what objective reality is and how it applies to philosophy and their own lives.

- CCSS.ELA-LITERACY.RH.11-12.8
Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.
- CCSS.ELA-LITERACY.RH.11-12.9
Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.

B. Students will choose one of the philosophers from this unit and create a presentation on their life and philosophy. They will study the philosopher's history, interpret their philosophy, and discuss how it is relevant in today's world. Students will create either a poster or power point presentation about their philosopher and present it to the class.

Unit 8: Applied Ethics

(4 weeks)

A. This unit is designed for students to examine current ethical issues with the knowledge they have obtained from all previous units. Students will examine and discuss issues such as: is it a criminal act to euthanize an animal, should drugs be legalized, is

terrorism ever justified, and is cheating morally wrong. Students will debate these issues in classes, being sure to choose an ethical framework to work within. They will defend their positions using philosophy and spend much of the unit researching and working on their final project.

- CCSS.ELA-LITERACY.RH.11-12.9

Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.

- B. Students will write their own personal philosophy and draw from the philosophical theories they have studied over the entirety of the course. Students will use examples of ethical dilemmas in their paper and explain in detail what they believe the right answer is based on their personal philosophy. Students will research and use articles to support their claims. They will need to cite their sources and explain why they have reached the conclusion they have. The paper shall be 3-5 pages long and include a works cited. Students will present their personal philosophy in class.

Additional Recommended Materials - *Must be approved by Board of Education.*

- Gaarder, Jostien. Sophie's World. Farrar, Straus and Giroux; First Printing edition (March 20, 2007)

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval)

Department: History/Social Science

Course Title: Women's Studies

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

School(s)

Course Offered: Glendale High School

UC/CSU

Approved: Yes, (G) College-Preparatory Elective

Course Credits: 10

Recommended

Prerequisite: N/A

Recommended

Textbook: *Feminist Frontiers, Taylor, Whittier, & Rupp*

Course Overview: The goal of Women's Studies is to provide students with the skills and knowledge necessary to think critically about the diverse experiences of women around the world. This includes the intersection of race, class, gender, and other areas of one's identity. To accomplish this, we must first understand the social construction of gender. We will also focus on diversity and differences, representation, reproductive justice, activism/social change, and popular culture.

Course Content

Unit 1: Social Construct of Gender

Students will develop an analytical framework for understanding the social construction of gender and the ways in which gender intersects with other areas of identity, privilege, and oppression, such as race, class, ethnicity, physical ability, age, and sexual identity. Students will be introduced to the idea of women's and gender studies, diversity among women, and varying definitions of feminism. Next, they will be introduced to current thinking about social constructionism, that is, how expectations of gender are created by society.

Assignment: Autoethnography

Students will write an autoethnography essay, drawing on their readings and reflecting on how their lives have been shaped by their family's understanding of gender as well as current societal understandings of gender

Unit 2: Waves of Feminism

Students will examine the historical events that have occurred in the women's movement with special emphasis on the Third Wave of the movement. We will analyze elements of organization and leadership and what makes for successful campaigns for change. We will also examine the historical marginalization of LGBTQ and women of color and the divisions within the women's movement with a focus on intersectionality.

Assignment: Gallery Walk

With a partner, students will research one prominent historical figure from the women's movement and one contemporary woman from the women's movement. As a class they will put together a gallery walk of images, quotes, and brief biographies. They will write a reflective essay, poem, or song that expresses their impressions and thoughts of the gallery walk.

Unit 3: Systems of Privilege and Oppression

The primary focus of this unit is to examine systems of privilege and oppression including race, class, sex, ethnicity, physical ability, age, and sexual identity, and how they interact with each other in individuals or group. Students will be asked to apply this understanding within institutions of their daily lives, including schools and work. Finally, we will examine ways in which individuals and groups respond to and resist this oppression, and how ally behaviors can be learned.

Assignment: Feminist Manifesto

Students will analyze how various feminist manifestos tackle the intersecting systems of oppression, including the "Redstockings Manifesto," "Combahee River Collective Statement," "The Black Woman's Manifesto," "The Woman Identified Woman," and "Manifesto for Young Asian Women." They will create a one-page personal manifesto that reflects what they learned in the unit and the intersectionality of their own lives.

Unit 4: Gendered Institutions/Gendered Society

This unit will examine the ways gender plays out in a variety of institutions. We will first look at how we learn about gender in families, and the manner in which gender roles are reinforced from childhood through adulthood, especially in cultural expectations of children in family, school, and work. Next we will look at gender specifically in schools, the changing understandings and expectations of young women and men as students, and legal attempts to level the playing field with legislations such as Title IX. We will also examine gender in the workplace and politics, and the evolving roles of women and men. Finally we will look at the ways in which race, class, and gender play out in the military and prison systems.

Assignment: Oral History of Working Women

Students will read recent oral histories to learn about oral history as a historical tool. They will be given direct instruction on oral history methodology and interview techniques. Students will interview three working women over the age of 40, ideally of different racial, ethnic, and class backgrounds, to assess their various experiences as women within the workplace and how they compare to what students have learned in class. Students will write a 750-word reflective essay analyzing the responses, contextualizing them based on readings done in this unit as well as in the past units about gender and intersectionality.

Unit 5: Women and Media & Popular Culture

Students will examine the portrayal of women in film, television, popular music, newspapers, magazines, advertisements, video games, fashion, and sports broadcasting. Students will evaluate the sensitization of gender in the media that can imply inequality between men and women. Through brainstorming, discussion, and reflection, students will begin to see how believing in stereotypes can lead to violence towards oneself and others.

Assignment: Body Image Collage

Students will produce a two part collage. The first half will be images of women portrayed in popular media sources. The second half will be a creation of the women they know in their own lives and admire.

Unit 6: Violence Against Women

Students will become familiar with law regarding sexual harassment, the dangers of sexual assault, domestic violence, human trafficking, and the increased rates of violence against marginalized groups. Special emphasis and exploration of knowledge will be placed on the increased risk of sexual assault on college campuses. Additionally, students will examine the resources available within their community for victims of violence as well as safety and prevention resources.

Assignment: Community Engagement

Working in pairs, students will seek out community organizations that serve victims of violence. They will do their research and put together a presentation on the organization. Through this project, students will learn about the importance of community building and resources.

Unit 7: Women's Health and The State

Students will study women's reproductive rights throughout the world. Students will look closely at the relationship between society and the law and how political systems and courts are used in society to both control and protect women's bodies as well as their rights and safety.

Assignment: The Student Becomes the Teacher

Students will research a topic of their choice that is related to women's health and rights and will create a lesson to teach to the class. Emphasis should be placed on rights, court cases, or legislation somewhere in the world -- including, but not limited to, the U.S., Latin America, or the Middle East. A written lesson plan and all corresponding materials will be produced by the student to use while teaching their lesson.

Unit 8: Activism Around the World

Students will examine feminist activism in both our nation and in other nations and compare and contrast goals and outcomes to come to an understanding of the ways in which the change occurs. Finally, the class will identify current issues of concern for students related to gender equality.

Assignment: Creative Outlets as Activism

Students will use a creative outlet to share knowledge of a specific issue that they have observed in their community. This could be at their high school, in their neighborhood, in their own home, or in California as a whole. Students will research the issue, and produce a poem, song, painting, monologue, or some other creative work to demonstrate their understanding of an issue that is close to them, as a form of activism. A 250-word written explanation will accompany the work. For example, a song about gender roles in their family, or a children's book about activism around the world.

First Semester

Unit 1: Social Construct of Gender

(5 weeks)

- A. **CCSS.ELA-LITERACY.W.11-12.4** Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- CCSS.ELA-LITERACY.W.11-12.5** Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience
- ELD. Part I. 11b. Justifying/arguing.** Express attitude and opinions or temper statements with familiar modal expressions.
- ELD. Part I. 12a.** Selecting language resources. Use familiar general academic and domain-specific words to create clear spoken and written texts.

- B. Students will write an autoethnography essay, drawing on their readings and reflecting on how their lives have been shaped by their family's understanding of gender as well as current societal understandings of gender.

Unit 2: Waves of Feminism

(4 weeks)

- A. **CCSS.ELA-LITERACY.W.11-12.9** Draw evidence from literary or informational texts to support analysis, reflection, and research.
CCSS.ELA-LITERACY.W.11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
ELD. Part I. 1. Exchanging information/ideas. Contribute to class, group, and partner discussions, sustaining conversations on a variety of age and grade-appropriate academic topics by following turn-taking rules, asking and answering relevant questions, affirming others, providing additional information, and paraphrasing key ideas.
- B. With a partner, students will research one prominent historical figure from the women's movement and one contemporary woman from the women's movement. As a class they will put together a gallery walk of images, quotes, and brief biographies. They will write a reflective essay, poem, or song that expresses their impressions and thoughts of the gallery walk.

Unit 3: Systems of Privilege and Oppression

(5 weeks)

- A. **CCSS.ELA-LITERACY.RL.11-12.4** Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful.
ELD. Part I. 8. Analyzing language choices. Explain how a writer's choice of phrasing or specific words produces nuances or different effects on the audience.

- B. Students will analyze how various feminist manifestos tackle the intersecting systems of oppression, including the "Redstockings Manifesto," "Combahee River Collective Statement," "The Black Woman's Manifesto," "The Woman Identified Woman," and "Manifesto for Young Asian Women." They will create a one-page personal manifesto that reflects what they learned in the unit and the intersectionality of their own lives.

Unit 4: Gendered Institutions/Gendered Society

(5 weeks)

- A. **CCSS.ELA-LITERACY.W.11-12.5** Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
CCSS.ELA-LITERACY.RI.11-12.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.
- B. Students will read recent oral histories to learn about oral history as a historical tool. They will be given direct instruction on oral history methodology and interview techniques. Students will interview three working women over the age of 40, ideally of different racial, ethnic, and class backgrounds, to assess their various experiences as women within the workplace and how they compare to what students have learned in class. Students will write a 750-word reflective essay analyzing the responses, contextualizing them based on readings done in this unit as well as in the past units about gender and intersectionality.

Second Semester

Unit 5: Women and Media & Popular Culture

(5 weeks)

- A. **CCSS.ELA-LITERACY.SL.11-12.5** Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.
ELD. Part I. 1. Exchanging information/ideas. Contribute to class, group, and partner discussions, sustaining conversations on a variety of age and grade-appropriate academic topics by following turn-taking rules, asking and answering relevant questions, affirming others, providing additional information, and paraphrasing key ideas.

- B. Students will produce a two part collage. The first half will be images of women portrayed in popular media sources. The second half will be a creation of the women they know in their own lives and admire.

Unit 6: Violence Against Women

(4 weeks)

- A. **CCSS.ELA-LITERACY.SL.11-12.4** Present information, findings, and supporting evidence, conveying a clear and distinct perspective and a logical argument, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks

ELD. Part I. 1. Exchanging information/ideas. Contribute to class, group, and partner discussions, sustaining conversations on a variety of age and grade-appropriate academic topics by following turn-taking rules, asking and answering relevant questions, affirming others, providing additional information, and paraphrasing key ideas.

- B. Working in pairs, students will seek out community organizations that serve victims of violence. They will do their research and put together a presentation on the organization. Through this project, students will learn about the importance of community building and resources.

Unit 7: Women's Health and The State

(5 weeks)

- A. **CCSS.ELA-LITERACY.W.11-12.7** Conduct short as well as more sustained research projects to answer a question or solve a problem; narrow or broaden the narrow or broaden the inquiry when appropriate; synthesize multiple inquiry when appropriate; demonstrating understanding of the subject under investigation

CCSS.ELA-LITERACY.SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective and a logical argument, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks

ELD. Part I. 11b. Justifying/arguing. Express attitude and opinions or temper statements with familiar modal expressions.

- B. Students will research a topic of their choice that is related to women's health and rights and will create a lesson to teach to the class. Emphasis should be placed on rights, court cases, or legislation somewhere in the world -- including, but not limited to, the U.S., Latin America, or the Middle East. A written lesson plan and all corresponding materials will be produced by the student to use while teaching their lesson.

Unit 8: Activism Around the World

(4 weeks)

- A. **CCSS.ELA-LITERACY.W.11-12.7** Conduct short as well as more sustained research projects to answer a question or solve a problem; narrow or broaden the narrow or broaden the inquiry when appropriate; synthesize multiple inquiry when appropriate; demonstrating understanding of the subject under investigation
ELD. Part I. 11b. Justifying/arguing. Express attitude and opinions or temper statements with familiar modal expressions.
- B. Students will use a creative outlet to share knowledge of a specific issue that they have observed in their community. This could be at their high school, in their neighborhood, in their own home, or in California as a whole. Students will research the issue, and produce a poem, song, painting, monologue, or some other creative work to demonstrate their understanding of an issue that is close to them, as a form of activism. A 250-word written explanation will accompany the work. For example, a song about gender roles in their family, or a children's book about activism around the world.

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 19

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 Contract Expansion with Fuel Education**

The Superintendent recommends the additional purchase of 950 licenses from Fuel Education for a cost of approximately \$152,768 for independent study students to access online courses in grades K-5. The expanded contract covers one-year of access, which includes training, materials, and online access for students and teachers.

In June 2021, the Board of Education approved a contract with Fuel Education for 50 licenses for independent study students when the anticipated enrollment was low. With the increase in COVID-19 cases due to the Delta variant, the enrollment in independent study for students in K-5 and Verdugo Academy for grades 6-12 increased far beyond initial expectations. As enrollment grew and staff was hired, more licenses, materials, and trainings with Fuel Education became necessary.

An expansion of the contract with Fuel Education is needed to ensure students in independent study are provided a robust independent study program. The cost of \$152,768 will be paid out of CARES Act 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.

RECIPIENT

BILL TO
Glendale Unified
School District

SHIP TO
223 N Jackson St
Glendale, CA
91206-4380

INVOICE INFORMATION

Billing Date: 08-20-2021
Billing Period: 08-01-2021
Ship Date:
Customer No.
Terms:

INVOICE

INV-32017

DUE AMOUNT

\$12,300.00

Payment Information		
WIRE K12 Management, Inc. Bank: PNC Bank ABA#: 031000053 Acct#: 5303550723	ACH K12 Management Inc Bank: PNC Bank Routing: 054000030 Acct: 5303550723	MAIL TO K12 Management DBA FuelEd P.O. Box: 824186 Philadelphia, PA 19182-4186

QUESTIONS? CONTACT US!

VISIT OUR CUSTOMER SUPPORT
[SERVICE STATION](#)

CLIENT SUCCESS MANAGER
Name: Kesa Hussain
Email: khussain@k12.com

Bill Summary

Order ID	PO Number	Product Code	Product Name	Start/End Dates	Unit Price	Qty	Total
00014349		K12-TEC-FTS-IMP-FEE	Full Time School Implementation	07-12-2021 / 07-11-2022	3000	1	\$3,000.00
00014552	SQ 76032	FED-CUR-EUB-ENH-CHX	Premier Enrolled User Student License Block (Content, Hosting)	08-02-2021 / 08-01-2022	3100	3	\$9,300.00

Sub Total	\$12,300.00
Tax	0
Total	\$12,300.00

RECIPIENT

BILL TO
Glendale Unified
School District

SHIP TO
223 N Jackson St
Glendale, CA
91206-4380

INVOICE INFORMATION

Billing Date: 08-20-2021
Billing Period: 08-01-2021
Ship Date:
Customer No.
Terms:

INVOICE

INV-32197

DUE AMOUNT

\$1,500.00

Payment Information

WIRE K12 Management, Inc. Bank: PNC Bank ABA#: 031000053 Acct#: 5303550723	ACH K12 Management Inc Bank: PNC Bank Routing: 054000030 Acct: 5303550723	MAIL TO K12 Management DBA FuelEd P.O. Box: 824186 Philadelphia, PA 19182-4186
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QUESTIONS? CONTACT US!

VISIT OUR CUSTOMER SUPPORT
[SERVICE STATION](#)

CLIENT SUCCESS MANAGER
Name: Kesa Hussain
Email: khussain@k12.com

Bill Summary

Order ID	PO Number	Product Code	Product Name	Start/End Dates	Unit Price	Qty	Total
00014348		FED-PFS-TRN- USR-ONL	Training: Webinar	07-12-2021 / 07-11-2022	750	1	\$750.00
00014350		FED-PFS-TRN- USR-ONL	Training: Webinar	07-12-2021 / 07-11-2022	750	1	\$750.00

Sub Total \$1,500.00

Tax 0

Total \$1,500.00

RECIPIENT

BILL TO
Glendale Unified
School District

SHIP TO
223 N Jackson St
Glendale, CA
91206-4380

INVOICE INFORMATION

Billing Date: 09-27-2021
Billing Period: 08-01-2021 - 08-31-2021
Ship Date:
Customer No. 5129813

INVOICE

INV-32412

DUE AMOUNT

\$138,968.00

Payment Information

WIRE
K12 Management, Inc.
Bank: PNC Bank
ABA#: 031000053
Acct#: 5303550723

ACH
K12 Management Inc
Bank: PNC Bank
Routing: 054000030
Acct: 5303550723

MAIL TO
K12 Management DBA FuelEd
P.O. Box: 824186
Philadelphia,
PA 19182-4186

QUESTIONS? CONTACT US!

VISIT OUR CUSTOMER SUPPORT
[SERVICE STATION](#)

CLIENT SUCCESS MANAGER
Name: Kesa Hussain
Email: khussain@k12.com

Bill Summary

Order ID	PO Number	Product Code	Product Name	Start/End Dates	Unit Price	Qty	Total
00014553	SQ 76032	FED-PFS-TRN- USR-ONL	Training: Webinar	08-02-2021 / 08-01-2022	750	1	\$750.00
00014554	SQ 76032	FED-PFS-TRN- USR-ONL	Training: Webinar	08-02-2021 / 08-01-2022	750	1	\$750.00
00014349		K12-TEC-FTS- OLS-MON	OLS Monthly	08-01-2021 / 08-31-2021	1	43968	\$43,968.00
00014349		K12-MAT-FTS- KTM-GEN	Materials Upfront	08-01-2021 / 08-31-2021	1	93500	\$93,500.00

Sub Total \$138,968.00

Tax 0

Total \$138,968.00

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 20

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: **Appointment of Foothill SELPA Community Advisory Committee Representatives**

The Superintendent recommends that the Board of Education approve Eric Edwards, Tricia Edwards, and Andrea Crissman as the Glendale Unified School District Representatives to the Foothill SELPA Community Advisory Committee (CAC) beginning October 15, 2021.

The Community Advisory Committee (CAC) is an advisory body to the policy and administrative entity of the Foothill Special Education Local Plan Area (SELPA), servicing Burbank, Glendale, and La Canada Unified School Districts.

The purpose and duties of the committee are:

1. To advise the policy and administrative entity of the SELPA regarding the development and review of the Local Plan.
2. To recommend annual priorities to be addressed by CAC meetings and activities.
3. To assist in parent education and recruitment of volunteers.
4. To encourage community involvement.
5. To support activities on behalf of individuals with exceptional needs and their families.
6. To assist in parent awareness of the importance of regular school attendance.

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
Consent Calendar No. 20
October 12, 2021
Page 2

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

October 12, 2021

CONSENT CALENDAR NO. 21

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Revised Agreement Between Glendale Unified School District
and Beach Cities Learning**

The Superintendent recommends that the Board of Education approve the revised agreement between Glendale Unified School District and Beach Cities Learning in the amount of \$43,200 for the 2021-2022 school year.

The initial agreement with Beach Cities Learning was approved by the Board on July 13, 2021, in the amount of \$225,000 and \$75 per hour for additional therapy. The revised agreement excludes the outsourced psychological support previously provided by Beach Cities Learning. Instead, Glendale Unified School District (GUSD) will support the elementary, middle, and high school TIDES therapeutic programs by assigning District personnel. This allows for consistency and provides a cost savings to the District. GUSD is only paying \$43,200 for the rights of the program because counseling is now provided by GUSD staff.

The provision of special education services implemented by Beach Cities Learning is funded by state special education appropriations.

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.

Agreement Between Glendale Unified School District (GUSD) and Beach Cities Learning (BCL)

This Agreement is entered into this 1st day of August, 2021 by and between the Glendale Unified School District (“GUSD”) and the Beach Cities Learning (“BCL” and with GUSD, the “Parties”) for the delivery of special education services and classroom support to the GUSD TIDES Special Day Classes for students with behavioral and emotional challenges (each one, a “Class” and collectively, “Classes”) and licensed use of TIDES program materials for High School, Middle and Elementary Program.

RECITALS

WHEREAS, the Glendale Unified School District is a Local Educational Agency located in Los Angeles County, California, duly organized and existing under and by virtue of the law of the State of California, including the California Education Code; and

WHEREAS, Beach Cities Learning is a special education program and therapeutic service provider located in Los Angeles, California; and

WHEREAS, GUSD seeks support for High School Special Day Classes for students with behavioral and emotional challenges and licensed use of TIDES program materials for Middle and Elementary Program.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

- A. **Beach Cities Learning agrees to:** expand existing special education services in GUSD and providing related therapeutic support and services for students with behavioral and emotional challenges and to allow licensed use of TIDES program materials for Elementary, Middle and HS Program.

- B. **Services Provided by Beach Cities Consultants:**
 - 1. Classroom support and services for the twelve months – August 1, 2021 through July 31st, 2022
 - 2. Program Material Use includes: TIDES Behavioral Program Modification and Curriculum materials including TIDES daily points sheet and TIDES student Intake Packet
 - 3. Any additional hours of Related Services (RS) Counseling authorized by GUSD will be billed to GUSD at \$75.00 per hour.

- C. **Responsibility of Glendale Unified School District**
 - 1. Designate a GUSD teacher for the Classes. Facilitate teacher participation in BCL professional development.
 - 2. GUSD staff will collaborate with BCL on the GUSD curriculum requirements and provide GUSD curriculum materials.

Agreement Between Glendale Unified School District (GUSD) and Beach Cities Learning (BCL)

3. GUSD will provide furniture, textbooks, supplies, internet, instructional resources, and computers for students enrolled in the classroom.
4. Should BCL staff require current NCI certification, GUSD will provide opportunities for training in NCI techniques by certified NCI trainers to be used in behavioral emergencies.
5. GUSD site Administrator will provide administrative and behavioral support in cases of a behavioral emergency related to students enrolled in the special day class.

D. SERVICE PROVIDERS AND ASSIGNMENT

BCL assures the GUSD that criminal background including fingerprint checks have been conducted and completed on any person, assigned to provide services to any student enrolled in the special day classroom under this Agreement in accordance with applicable state and federal law before any person is allowed to have contact with or assigned to work with any student enrolled in the special day classroom under this Agreement. BCL will submit a photocopy of the criminal background or fingerprint check reports for each such provider or person to GUSD prior to allowing him or her to have contact with or assigning him or her to work with any student enrolled in the special day classroom. Staff must submit verification of tuberculosis (TB) test.

Any decision concerning the assignment of BCL staff to the special day classroom will be a collaborative decision made by GUSD and BCL. Staff assigned to the special day classroom will be supervised and evaluated by BCL.

E. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

BCL agrees, during the term of this agreement, to maintain at BCL's expense, all necessary insurance for its employees, including but not limited to workers compensation, employer's liability, disability, and unemployment insurance.

BCL shall provide GUSD with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, Professional Liability, and Worker's Compensation. Evidence of insurance covering vehicles will also be required if BCL services include use of vehicle(s) on GUSD site(s) or providing transportation to GUSD students. BCL general liability and professional liability and vehicle coverage shall, at a minimum provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. GUSD shall be named as an additional insured by endorsement and maintain the coverage in effect at all times during the life of the Agreement.

Agreement Between Glendale Unified School District (GUSD) and Beach Cities Learning (BCL)

F. FUNDING

1. Glendale Unified School District agrees to pay the sum of \$43,200 to Beach Cities Learning for the staff and services provided from August 1, 2021 through July 30, 2022. (12 Payments of \$3,600)
2. Payment for Program Development hours will be made upon execution of this agreement and receipt of invoice from BCL. GUSD will pay ongoing invoices within forty-five (45) business days of receipt from Beach Cities Consultants.

GUSD will fund additional RS counseling as appropriate for any student during the student's enrollment in the classroom in accordance with the student's IEP. The rate for RS counseling will be \$75 per hour.

G. INDEMNIFICATION:

BCL shall indemnify, defend, and hold harmless GUSD and GUSD's officers, agents, contractors, employees from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of GUSD's own officers, agents, contractors, or employees under or in connection with any obligation delegated to BCL under this Agreement.

GUSD shall indemnify, defend, and hold harmless BCL and BCL's officers, agents, contractors, employees from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of BCL's own officers, agents, contractors, or employees under or in connection with any obligation delegated to GUSD under this Agreement.

- H. BCL assures the Glendale Unified School District that all of their service providers, including volunteers and any other person assigned by BCL to work with students enrolled in the special day classroom under this Agreement are familiar with child abuse reporting obligations and procedures as specified in the California Penal Code.
- I. BCL assures the GUSD that it does not discriminate on the basis of race, religion, sex, national origin, sexual orientation, or disability in employment or operation of the program.

J. Duration of this Agreement:

This agreement is effective and shall remain in full force and effect from August 1, 2021 through June 30, 2022.

**Agreement Between Glendale Unified School District (GUSD)
and Beach Cities Learning (BCL)**

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

BEACH CITIES LEARNING CENTER

By: _____
Signature
_____ Title: _____
Print Name Dated: _____, 2016

By: _____
Signature
_____ Title: _____
Print Name Dated: _____, 2016

Glendale Unified School District

By:
Print Name: Dr. Kelly King
Print Title: Assistant Superintendent

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 22

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: **Approval of Services Agreement Between Glendale Unified School District and Armory Center for the Arts for Fremont Elementary School**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Armory Center for the Arts in the amount of \$33,189, to be funded through a donation from the school foundation, to provide art instruction for students at Fremont Elementary School.

Glendale Unified School District, in partnership with Armory Center for the Arts, will provide eight-week sessions per classroom with hands-on, grade level specific Visual Arts instruction by working artists focusing on art fundamentals for all students at Fremont Elementary School, culminating in an Art Showcase during Fremont's Open House in the Spring.

The contract period runs from September 1, 2021, through May 31, 2022. The cost for the services is funded out of a donation from the school foundation (Parents and Community for Fremont Elementary) in the amount of \$33,189.

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
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 Armory Center for the Arts, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about September 1, 2021 and will diligently perform as required and complete performance by May 31, 2022.

2. **Scope of Services**

Provide Arts instruction to students at Fremont Elementary School.

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: 50% (\$16,594.50) on September 1, 2021 and another 50% (\$16,594.50) on May 31, 2022.

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:

Armory Center for the Arts

145 North Raymond Avenue

Pasadena, Ca 91103

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.

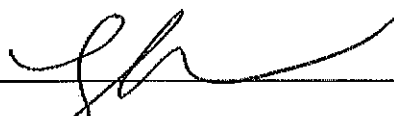
32. Counterparts

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: Armory Center for the Arts

By: 
Signature

Leslie A. Ito
Print Name

Executive Director
Title

Dated: September 17, 2021

By: 
Signature

Print Name

Title

Dated: _____, 20__

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

Information regarding Contractor:

License No.: _____

Employer Identification Number:
95 - 2907884

Address: 145 N. Raymond
Pasadena, CA 91103

Telephone: (626) 792-5101

Email: lito@armoryarts.org

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

Asst. Superintendent

Title
Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached proposal.

ADDENDUM B

“Cost Proposal”

See attached proposal.

EXHIBIT "A"

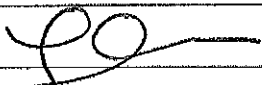
WORKERS' COMPENSATION CERTIFICATION

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: 9/17/21
Name of Contractor: Armory Center for the Arts
Signature: 
Print Name and Title: Leslie A. Ho, Executive Director

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor **MUST** attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

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

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

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

Date: 9/17/21

Name of Contractor or Company: Armory Center for the Arts

Representative's Name and Title: Leslie A. Ito, Executive Director

Signature: 

EXHIBIT "C"

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

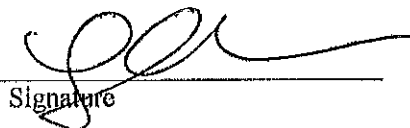
The undersigned declares:

I am the Executive Director of Armory Center for the Arts, 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 9/17/21 [date], at Pasadena [city], California [state].



Signature

Leslie A. Ito

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 Armory Center for the Arts ("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.

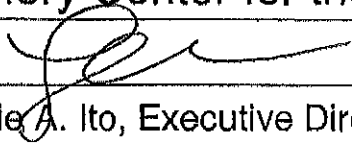
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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: 9/17/21

Name of Contractor: Armory Center for the Arts

Signature: 

Print Name and Title: Leslie A. Ito, Executive Director

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT


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

I am a representative of the Armory Center for the Arts ("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: Armory Center for the Arts

Signature: 

Print Name and Title: Leslie A. Ito, Executive Director

Date: 9/17/21

GLENDALE UNIFIED SCHOOL DISTRICT

October 12, 2021

CONSENT CALENDAR NO. 23

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Approval for Renewal of Public Performance District License with Swank Movie Licensing USA**

The Superintendent recommends that the Board of Education approve the renewal of public performance District license with Swank Movie Licensing USA in the amount of \$17,487 for the period of November 16, 2021, to November 15, 2022.

In past years, individual Glendale Unified School District (GUSD) schools had entered into individual agreements with Movie Licensing USA (a division of Swank Motion Pictures, Inc.) in order to use copyrighted movies outside the privacy of a home setting. Use of commercial movies in a classroom or school setting is considered to be a “public exhibition” or “public performance.” Schools that do not enter into this type of license are vulnerable to a citation and a fine up to \$250,000. Given our schools’ proximity to many of the entertainment studios and production companies, it would not be uncommon for a school to be asked if they have the appropriate license to show movies. Because it was far more cost-effective to purchase a District license, rather than individual school licenses, GUSD first entered into an agreement with Movie Licensing USA for a District license beginning in the 2017-2018 school year. The District license allows all GUSD schools, PTA/Foundations, and childcare programs to use age-appropriate movies for instruction, family movie nights, special events, rainy or scorcher days, before/after school childcare, and child entertainment during parent meetings.

Movie Licensing USA is the only company authorized to provide the Public Performance Site License to K-12 schools for these major Hollywood studios: Walt Disney Pictures; Disney-Pixar; Paramount Pictures; Warner Brothers; Sony Pictures; NBC/Universal Pictures; New Line Cinema; Lionsgate Films; MGM; DreamWorks; Touchstone Pictures; Hollywood Pictures; Columbia Pictures; TriStar Pictures; Summit Entertainment; Focus Features; Miramax; Fine Line Features; Screen Gems; Searchlight; 20th Century Studios; and United Artists.

The current license expires on November 15, 2021. GUSD will renew the District-wide license for the period of November 16, 2021, through November 15, 2022. The total amount is \$17,487, which will be paid using Educational Services 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

October 12, 2021

CONSENT CALENDAR NO. 24

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. Yes Sales, Inc. wishes to donate to the District 4,000 individual hand sanitizing wipes to be used by students at Monte Vista Elementary School.
- b. Monte Vista PTA wishes to donate to the District \$40,000.00 to pay for library, primary music and physical education consultants to be used at Monte Vista Elementary School.
- c. Monte Vista PTA wishes to donate to the District \$6,155.72 to purchase subscriptions for Quizzizz, BrainPop and Scholastic News to be used at Monte Vista Elementary School.
- d. David and Dawn Stone wish to donate to the District various orchestral bass expendables valued at \$2,112.00 to be used at Hoover High School.