

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

BOARD OF EDUCATION
AGENDA

February 2, 2021
Meeting No. 15
Regular Meeting

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

BOARD OF EDUCATION MEETING NO. 15
Administration Center

February 2, 2021

“Preparing our students for their future.”

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

	Please Note Times
4:30 P.M. -	Opening, Presentations Student Board Member Report Public Communication
	Closed Session
6:45 P.M. -	Regular Meeting Superintendent’s Updates Information, Action, Consent Calendar, Reports

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, 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 – 4:30 P.M.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance led by Steven Ear, a 6th grade student at La Crescenta Elementary 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. PRESENTATIONS

1. Black and African American History Month

Glendale Unified is proud to commemorate Black and African American History Month and pay tribute to the contributions that Black and African Americans have made to American history in their struggles for freedom and equality.

2. National School Counseling Week

Celebrated from February 1-5, 2021, National School Counseling Week highlights the tremendous impact school counselors can have in helping students prepare for success in college, career, and life.

3. Visual and Performing Arts (VAPA) Shines

Teacher, Jason Pinker, will highlight Hoover High School's virtual art galleries and community partnerships.

C. STUDENT BOARD MEMBER REPORT

1. Student Board Member Kayla Rodriguez 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-29-20 issued by Governor Gavin Newsom on March 17, 2020, 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 4:00 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/81482705473>
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 representative: Dr. Darneika Watson and Mr. David Greco
Employee organization: Glendale Teachers Association and California School Employees Association-Glendale Chapter No. 3

2. Threat to Public Services or Facilities (Government Code Section §54957) Consultation with: Dr. Vivian Ekchian, Superintendent

E. CLOSED SESSION - continued

3. **Conference with Legal Counsel-Existing litigations pursuant to Government Code Claim No. 013-000281**

F. RETURN TO REGULAR MEETING – 6:45 P.M.

G. SUPERINTENDENT’S UPDATES

1. **COVID-19 Safety Update**
2. **Student-Led Projects in Service to Our Community**

H. INFORMATION

1. **Early College Academy Update** **10**

This report will provide the Board of Education with information on the Early College Academy at Hoover High School.

2. **FACTS Program Curriculum Adoption Update** **23**

This report will provide the Board of Education with information on the process followed and recommendation for the adoption of Teach Town as the curriculum for the FACTS program.

3. **Proposed Revisions to Board Policies Relating to Community Relations, Students and Instruction** **25**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 1312.3 (Uniform Complaint Procedures); BP 5126 (Awards for Achievement); BP 6146.1 (High School Graduation Requirements); BP 6146.2 (Certificate of Proficiency/High School Equivalency); and BP 6159 (Individualized Education Program) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

4. **Update on Measure S and Facility Programs** **47**

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

5. **Acknowledgements of Service** **49**

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.

I. ACTION

- 1. Resolution No. 9 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members 50**

The Superintendent recommends that the Board of Education adopt Resolution No. 9 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members.

- 2. Approval of Teaching Tolerance Social Justice Standards 54**

The Superintendent recommends that the Board of Education adopt the Social Justice Standards as part of GUSD’s curricular program as a tool with lessons and outcomes at each grade level to develop student competence in the areas of Identity, Diversity, Justice, and Action. The standards will be formally infused into the curriculum of the core subject areas where there is a natural and appropriate fit.

- 3. Approval of Cloud Computing and Computer Science Academy 57**

The Superintendent recommends that the Board of Education approve the Cloud Computing and Computer Science Academy at Glendale High School for the 2021-2022 school year through the College and Career Access Pathway partnership with Glendale Community College.

- 4. Approval of Independent Consultant Agreement No. 601 with S. Torres Group, Inc. for the Clark Magnet High School New CTE Building Project’s DSA Inspection Services 61**

The Superintendent recommends that the Board of Education approve Independent Consultant Agreement No. 601 with S. Torres Group, Inc. for DSA inspection services for the Clark Magnet High School’s New CTE Building project in the amount of \$187,200, funded by Measure S funds.

- 5. Approval of Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project’s Specialty Inspection Services 78**

The Superintendent recommends that the Board of Education approve Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building’s specialty inspection services in the amount of \$102,245, funded by Measure S funds.

- 6. Approval of Services Agreement Between Glendale Unified School District and The Stepping Stones Group LLC 92**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and The Stepping Stones Group LLC for providing contracted psychologists, speech therapists and special education teachers not to exceed \$150,000 for the remainder of 2020-2021 school year.

J. 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 108**

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

 - a. Regular Meeting No. 14 January 19, 2021

- 2. Certificated Personnel Report No. 10 117**

The certificated report recommends approval of the following:

Maternity leaves of absence, a change of maternity leave of absence, an extension of maternity leave of absence, health leaves of absence, family & medical leaves of absence, a change of family & medical leave of absence, an extension of family & medical leave of absence, an additional assignment, a change of management position, elections, elections hourly/daily, additional compensation, a revision to a previous personnel report and personal services agreements.

- 3. Classified Personnel Report No. 10 139**

The classified report recommends approval of the following:

Medical leave of absence; election from eligibility list; additional assignment temporary - at established rate of pay; change of assignments; revisions to previous board reports; and election of classified hourly substitutes.

- 4. Warrants 149**

The Superintendent recommends that the Board of Education approve Warrants totaling \$1,336,038.34 for January 13, 2021 through January 27, 2021.

- 5. Purchase Orders 150**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$811,191.96 for the period of January 11, 2021 through January 22, 2021.

- 6. Appropriation Transfer and Budget Revision Report 161**

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.

J. CONSENT - continued

- 7. Transfer of Cash Balance from the General Fund (01.0) to the Special Reserve Fund for Capital Outlay Projects (40.1) 168**
- The Superintendent recommends that the Board of Education approve a transfer of cash balance of \$145,372 from the General Fund (01.0) to the Special Reserve Fund for Capital Outlay Projects (40.1).
- 8. Approval of Notice of Completion for Contract with PlayPower LT Farmington, Inc. for Purchase and Installation of Playground Equipment and Fall Zone Material at Columbus Elementary School 169**
- The Superintendent recommends that the Board of Education approve a Notice of Completion for contract with PlayPower LT Farmington, Inc. for purchase and installation of playground equipment and fall zone material at Columbus Elementary School, funded by Measure S funds.
- 9. Rejection of Claim 171**
- The Superintendent recommends that the Board of Education reject Claim #013-000281 and refer the claim to the District's claims administrator for processing in accordance with applicable laws.
- 10. Agreement with California State University, Dominguez Hills 172**
- The Superintendent recommends that the Board of Education approve the Occupational Therapy Program Agreement with California State University, Dominguez Hills.
- 11. Agreement with Boston University 178**
- The Superintendent recommends that the Board of Education approve the Field Education Agreement with Boston University on behalf of Wheelock College of Education & Human Development.
- 12. Approval of Revisions to Board Policies Relating to Students, Instruction, and Bylaws of the Board 183**
- The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 5113.2 (Work Permits); BP 5141.31 (Immunizations); BP 5148.3 (Preschool/Early Childhood Education); BP 6170.1 (Transitional Kindergarten); BP 9012 (Board Member Electronic Communications); and BP 9320 (Meetings and Notices) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.
- 13. Acceptance of DonorsChoose Award 203**
- The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support a project submitted by Wilson Middle School.
- 14. Acceptance of Gifts 204**
- The Superintendent recommends that gifts to the District be accepted and that letters of appreciation be written to the donors.

K. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

L. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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. Marine Avagyan, Director, Equity, Access and Family Engagement
Dr. Narineh Makijan, Coordinator III, College and Career Division
Dr. Jennifer Earl, Principal, Hoover High School
Karla Gonzales, School Counselor, Hoover High School
Pateel Eulmessekian, Teacher on Special Assignment, Hoover High School
Dr. Tzoler Oukayan, Dean of Student Affair, Glendale Community College
Martha Cuevas, Dual Enrollment Counselor, Glendale Community College

SUBJECT: **Early College Academy Update**

This report will provide the Board of Education with information on the Early College Academy at Hoover High School (HHS). The Early College Academy's (ECA) first cohort of 50 students were admitted in the program during the 2019-2020 school year and the second cohort of 47 students were admitted during the 2020-2021 school year.

Application and Recruitment Process

The Early College Academy recruitment and application cycle begins in January of each year. The application is open for two months and approximately eight information sessions are held to meet with prospective students and their families.

A team of counselors, administrators, and faculty from both Glendale Unified School District (GUSD) and Glendale Community College (GCC) review all applications. Applicants are scored using a rubric developed by the committee, which evaluates the student's personal statements. The application review committee meets to review ranking of applicants and make a determination of the cohort. The committee may also identify students for a one-on-one meeting with a counselor and GCC administrator if academics are of concern.

Demographic Information by Cohort

Early College Academy’s target student population is low-income youth, first-generation college goers, English language learners, students of color, and other young people from backgrounds underrepresented in higher education. The intent of the program is to propel students from underserved backgrounds to graduate high school and earn postsecondary degrees. This program combines high school and college in rigorous, yet supportive environments that embrace acceleration over remediation. A college-for-all culture helps to motivate students from backgrounds underrepresented in higher education to earn significant college credit by high school graduation at no cost to their families.

ECA Cohort 1 is comprised of 52% socio-economically disadvantaged students, three English language learners and two students who are in special education. The ECA Cohort 2 is comprised of 51% socio-economically disadvantaged students and one English language learner. The charts below provide student demographics by cohort.

Cohort 1 Demographics:

Ethnicity	Number represented in ECA	Number Socio-Economically Disadvantaged	ELL	SpEd
Asian-Asian Indian	5	2	0	0
Black or African American	3	0	0	0
Filipino	1	0	0	0
Hispanic	12	4	1	1
White	29	20	2	1
Total	50	26	3	2

Cohort 2 Demographics:

Ethnicity	Number represented in ECA	Number Socio-Economically Disadvantaged	ELL	SpEd
Filipino	6	3	0	0
White	25	15	1	0
Asian-Korean	3	2	0	0
Hispanic	13	4	0	0
Total	47	24	1	0

ECA Student Grade Point Average-Grade 9 to Fall 2020

The charts below provide grade point averages for students before beginning ECA in Grade 9, their cumulative GPA for Grade 10, and their cumulative GPA as of the Fall 2020 semester. The average 9th grade GPA for ECA Cohort 1 was 3.28 and increased to 3.44 in their 10th grade year (first year of the program) and 4.04 for the Fall 2020 semester. For Cohort 2, the average 9th grade GPA before beginning ECA was 3.28 and in the first semester of the program, Fall 2020, the average GPA is now 3.8.

Cohort 1:

Student	9th Cumulative GPA	10th Cumulative GPA	2020 Fall 11th Cumulative GPA
1	2.4615	1.9149	2.5714
2	2.5	2.7925	3.8571
3	2.5385	2.7925	3.7143
4	2.5833	2.902	3.5714
5	2.6429	2.6596	2.5
6	2.6667	2.8511	3.0
7	2.7692	3.0909	4.1429
8	2.8462	3.1579	3.8571
9	2.8462	3.4182	4.4286
10	2.9167	2.8163	4.0
11	2.9167	3.0196	4.0
12	2.9231	3.3455	4.5
13	3.0	3.2	3.8571
14	3.0	3.283	4.5714
15	3.0667	3.2754	4.5
16	3.0769	3.4035	2.75
17	3.0769	3.098	4.1429
18	3.0833	2.766	2.3333
19	3.1429	3.2143	4.0
20	3.1538	3.3455	3.7143
21	3.25	3.4902	4.5714
22	3.3077	3.5932	3.4444
23	3.3077	3.5273	3.1429
24	3.3077	3.3684	4.2857
25	3.3077	3.3091	3.8571

Student	9th Cumulative GPA	10th Cumulative GPA	2020 Fall 11th Cumulative GPA
26	3.3333	3.4902	3.4286
27	3.3846	3.5636	4.7143
28	3.3846	3.5439	4.4286
29	3.4615	3.8644	4.4286
30	3.4615	3.5088	4.1429
31	3.4615	3.6226	3.4286
32	3.5	3.8909	4.4444
33	3.5	3.6491	4.2857
34	3.5385	3.5932	4.2857
35	3.5385	3.5849	4.2857
36	3.5385	3.8983	4.8571
37	3.5385	3.7818	4.1429
38	3.5833	3.5472	3.8571
39	3.6	3.6508	4.4286
40	3.6154	3.7455	4.4286
41	3.6429	3.8596	4.5714
42	3.6429	3.6842	3.6667
43	3.6667	3.8113	4.375
44	3.75	4.0702	4.8571
45	3.7692	3.8182	4.5556
46	3.7692	3.9636	4.4286
47	3.8462	4.1132	4.5714
48	3.9231	3.7627	4.5714
49	4.0714	4.2951	5.0
50	4.25	4.4706	4.5714

Cohort 2:

Student	9th Cumulative GPA	2020 Fall 10th Cumulative GPA
1	1.4286	0.6*
2	2.1111	2.7143
3	2.1667	3.7143
4	2.4	2.7143

Student	9th Cumulative GPA	2020 Fall 10th Cumulative GPA
6	2.7273	3.2857
7	2.75	4.2857
8	2.9167	3.7143
9	2.9231	3.375
10	3.0	3.1429
11	3.0	4.2857
12	3.0	4.0
13	3.0	3.8571
14	3.0714	4.0
15	3.0769	3.25
16	3.0833	2.2857
17	3.0833	1.2
18	3.0833	4.4286
19	3.1667	3.2857
20	3.1667	3.7143
21	3.2	2.7143
22	3.25	4.0
23	3.25	3.4286
24	3.3077	4.25
25	3.3846	4.0
26	3.3846	4.4286
27	3.3846	3.7143
28	3.4167	4.2857
29	3.4615	3.8889
30	3.5	4.1429
31	3.5	4.0
32	3.5385	4.2857
33	3.5833	4.1429
34	3.6923	4.4286
35	3.6923	4.25
36	3.6923	4.1429
37	3.7692	4.5714
38	3.7692	3.875

Student	9th Cumulative GPA	2020 Fall 10th Cumulative GPA
39	3.8333	4.4286
40	3.9167	4.5
41	3.9231	4.4286
42	3.9231	4.1429
43	3.9286	4.5714
44	4.0	4.5714
45	4.0	4.5714
46	4.1538	4.7143
47	4.1538	4.5714

*The online learning environment has been challenging for the student. The student is struggling with time management with all the classes. The student has been working diligently since the beginning of Spring Semester.

Three Year Advanced Placement Data

Hoover High School has seen a consistent AP enrollment due to the Early College Academy:

- 2020-2021: 65% of the student body enrolled in AP courses
- 2019-2020: 67.7% enrolled
- 2018-2019: 66.5% enrolled

The number of AP courses offered by the school also has not decreased due to the implementation of ECA:

- 40 for 2020-2021
- 42 for 2019-2020
- 40 for 2018-2019

The AP enrollment is slightly lower during the 2020-2021 school year due to an overall decline in enrollment of 46 students from 2019-2020 to 2020-2021.

2020-2021 Course Offerings	Number Enrolled	2019-2020 Course Offerings	Number Enrolled	2018-2019 Course Offerings	Number Enrolled
Not Offered		AP Art History	10	AP Art History	21
AP Biology	61	AP Biology	24	AP Biology	30
AP Calculus AB	49	AP Calculus AB	41	AP Calculus AB	34

2020-2021 Course Offerings	Number Enrolled	2019-2020 Course Offerings	Number Enrolled	2018-2019 Course Offerings	Number Enrolled
AP Calculus BC	11	AP Calculus BC	12	AP Calculus BC	10
AP Capstone Research	6	AP Capstone Research	5	AP Capstone Research	9
AP Capstone Seminar	6	AP Capstone Seminar	12	AP Capstone Seminar	5
AP Computer Sci Principles	38	Not Offered		Not Offered	
Not Offered		AP Chemistry	19	AP Chemistry	37
AP Econ Macro	63	AP Econ Macro	121	AP Econ Macro	97
AP Eng LitComp	102	AP Eng LitComp	130	AP Eng LitComp	102
AP EngLangComp	87	AP EngLangComp	102	AP EngLangComp	127
AP French Lang	6	AP French Lang	4	AP French Lang	4
AP Gov & Pol US	85	AP Gov & Pol US	67	AP Gov & Pol US	39
AP Italian Lang	2	AP Italian Lang	5	Not Offered	
AP Human Geography 1	20	Not Offered		AP Human Geography	35
Not Offered		Not Offered		AP Phys C E&M	4
Not Offered		AP Physics	16	AP Physics	33
AP Psychology	113	AP Psychology	106	AP Psychology	58
AP Span Lang	52	AP Span Lang	49	AP Span Lang	60
AP Span Lit	18	AP Span Lit	14	AP Span Lit	26
AP Studio Art 2D 1	10	AP Studio Art 2D 1	12	AP Studio Art 2D	23
AP Studio Art Drawing	11	AP Studio Art Drawing	12	AP Studio Art Drawing	19

2020-2021 Course Offerings	Number Enrolled	2019-2020 Course Offerings	Number Enrolled	2018-2019 Course Offerings	Number Enrolled
AP World Hist	82	AP World Hist	130	AP World Hist	114
AP US History	116	AP US History	125	AP US History	140
<i>Total student enrollment in AP courses</i>	<i>975</i>	<i>Total student enrollment in AP courses</i>	<i>1,045</i>	<i>Total student enrollment in AP courses</i>	<i>1,024</i>
Total Enrollment	1,498	Total Enrollment	1,544	Total Enrollment	1,540

College Course Success by Cohort

The first cohort of students began the ECA program Summer 2019 and have earned 14 college units as of Fall 2020. The second cohort of students began the program during Summer 2020 and have earned 4 units as of Fall 2020. The following information will provide college courses taken by semester and course success rate. Community college courses must be passed with a ‘C’ or better to earn college credits.

Cohort 1:

Semester	College Course	Success Rate	A	B	C	D	F	PASS	Withdraw (W)
Summer 2019	Student Development 101 (1 unit)	100%	NA	NA	NA	NA	NA	47	0
Fall 2019	History 141 (3 units)	91%	22	22	3	1	1	NA	0
Winter 2020	Student Development 141 (1 unit)	100%	NA	NA	NA	NA	NA	55	0
Spring 2020 (in person/remote)	Music 120 (3 units)	96.00%	19	28	3	1	1	55	3
Fall 2020 (remote)	Astronomy 120 (3 units)	93.7%	13	25	7	3	0	NA	0
	Speech 101 (3 units)	92%	40	9	0	0	0	NA	4

Cohort 2:

Semester	Course	Success Rate	A	B	PASS	Withdraw (W)
Summer 2020 (Remote)	Student Development 101 (1 unit)	100%	NA	NA	26	0
Fall 2020 (Remote)	History 141 (3 units)	94%	31	13	NA	3

Early College Academy GUSD/GCC Team

The Early College Academy team is comprised of:

- Hoover Administration
- School Counselors
- Teacher on Special Assignment
- GCC Counselor
- GCC Administrators
- GUSD College and Career Division Administrator

This team meets monthly to discuss progress as well as provide case management for students who may need additional interventions. In addition to the monthly team meetings, the Hoover ECA team and GCC Dual Enrollment counselor meet weekly for case management for students in both cohorts. The ECA teacher on special assignment participates in one to two of GCC’s ECA faculty meetings per semester. The ECA site and GCC team have continuous communication with parents and students based on student performance of college and high school classes.

ECA Student Success Stories

The support system provided by the ECA team is interwoven throughout each of these success stories. To maintain student confidentiality, student names are not included.

Cohort 1-Class of 2022

- Initially shared she did not wish to be part of Early College Academy because she was unsure about the amount and intensity of the coursework. She completed her first semester and received a ‘B’ in the course. Receiving 10 credits (five for each semester) with one course, student A noticed the long-term benefits of doing well in the GCC courses, and it sparked deep motivation and determination within the student. So far, she is passing all of her GCC and high school courses with a ‘B’ or higher and is actively brainstorming a future major to study and a career path to pursue.

- On the very first day of sophomore year, student B shared he has a fervent desire to study marine biology after high school. He naturally gravitates towards acquiring general knowledge and is a fan of random facts. He has deep gratitude for the ECA pathway of courses because they channel an appropriate amount of rigor and challenge students to think critically about the course content, which can be applied, enhanced, and explored in their high school content area classes. Student B is thriving in ECA, as he has received ‘A’s’ in the first 12 units of his college career. He is also taking dual enrollment classes to work on his major preparation courses.
- Is an exemplary student in ECA as she is a team player, compassionate towards her peers, and is passing her courses with a B or higher. Student C is always at the ready to mentor and lend a helping hand with ECA courses or high school assignments. She symbolizes how unity can pave the way for success. As a cohort, students in the program progress and interact with one another for three years. Ultimately, this builds a foundation for networking and professional relationships beyond their high school careers.
- Entered the program knowing exactly what motivates him: Business. His natural settlement into the program has been inspiring since day one for he has calculated the positive outcomes of completing a rigorous, yet door-opening program as ECA. Not only is he doing well in college and high school, but he is also enrolled in dual enrollment classes after school to work on his major preparation classes. With the flexibility of ECA, he dabbles in many subjects to see what intrigues him the most.

Cohort 2-Class of 2023

- Committed to ECA during a time of global uncertainty and distance learning. During the first five weeks of her GCC course, History 141, the student was receiving an ‘F.’ After reaching out to the support system, who consisted of the ECA education advisor, the ECA GCC counselor, and the grade level counselor, they constructed an action plan to visit instructor office hours to discuss numerous pathways to raise her grade. With proper time management skills for her numerous extracurricular activities, dedication to studying, asking for feedback, and self-advocacy, the student passed the class with an ‘A’ at the end of the semester.
- Is an exceptional student. Her Glendale Community College professors have shared sentiments of appreciation and gratitude for her composure, etiquette, and incredible high-quality work ethic. As she navigates through a challenging time, Student F always puts forth her best effort and reaches out to her educators in a

timely manner. Her enthusiasm is her driving force for her success during the first semester of distance learning in ECA.

- Is another inspiring member of Cohort 2 as she actively participates in many of the ECA related activities. Her natural charisma, poise, awareness, curiosity and diligent work ethic propels her to successfully balance the program and her Hoover classes, and are some of the many reasons for her accomplishments. Staff express both privilege and honor to witness students thrive in an academically challenging atmosphere.
- In his unique and positive ways, he finds a way to make a presence in the classroom. One of the most impressive elements of Student F is his desire to seek to do better and to be better. In a short amount of time, his eagerness to embark on new opportunities, persevere and never settle during his journey within the program and beyond is the perfect example of his ability to excel in his Hoover and ECA classes.

Glendale Community College Faculty Accountability

The following information provides specifics about GCC faculty training, meetings, accountability and selection of faculty for early college and dual enrollment programs.

Early College Academy (ECA) faculty are recruited through the GCC hiring process. College divisions work with the ECA program staff to identify needs and begin the recruitment process. Priority consideration is granted to faculty with high school or dual enrollment teaching experience. As of Fall 2020, all but one of the instructors in the program have been high school teachers or taught in the dual enrollment program at Glendale Community College. Dual enrollment program instructors are selected by their availability and interest in teaching the high school population. Many have either high school teaching experience or have taught within the program over the last five years. Once hired, ECA faculty participate in an orientation to learn about the ECA program, its students, and meet the support staff. Through regular monthly meetings, ECA faculty connect and share best practices and identify student needs resources. ECA faculty also participate in monthly division and faculty meetings.

GCC faculty evaluations are completed by GCC division chairs and deans. Full-time instructors receive a comprehensive evaluation every three years. Adjunct instructors are evaluated every three terms. GCC's institutional research department conducts course evaluations from students at the end of each semester.

The high school site administrator visits the college classroom frequently for non-evaluative purposes. This allows the high school site administrator to support the GCC

faculty and students to ensure a safe and healthy learning environment for all. The teacher on special assignment, with permission from the college instructor, attends the college class to provide additional supports to students and to the college faculty. The GCC dual enrollment counselor frequently attends the college class to provide students with information regarding college resources and deadlines. The GCC dual enrollment counselor also provides support to GCC faculty regarding student progress and interventions.

ECA faculty are asked to complete several training sessions, including: Mandated Reporter Training (annually) and Sexual Harassment Prevention Training (every two years). Starting in the 2021-2022 academic year, all ECA faculty will be asked to complete the Implicit Bias and Micro-aggression Awareness training provided by GCC.

The dual enrollment Counselor administers assessments and provides feedback to students on a regular basis. ECA faculty utilize the college's Early Alert system to provide students feedback on their academic progress or to provide student's counselor an alert on academic challenges. Faculty make themselves available through office hours held at the high school site or online on a weekly basis. The faculty, counselors, and teacher on special assignment work together to case manage students as needed throughout the course.

Equity and Access

The Early College Academy (ECA) is an innovative way for high school students to earn both a high school diploma and complete up to two years of college in the time it takes to go to high school— saving the student both time and money. ECA presents an excellent opportunity for students who may not already be college bound or who are underrepresented in higher education to achieve college and career readiness.

Program requirements for high school students who take college courses have changed to reduce and eliminate the disproportionality among student groups completing college courses. The early college programs are free for all high school students.

GUSD and GCC provide additional support services to ensure that all students, including those who are socio-economically disadvantaged, English Learners, and students with special needs, know how to navigate the early college program and build the skills necessary for college success.

GCC provides GUSD access to high quality, disaggregated data on the students accessing and succeeding in college in high school dual enrollment and early college programs.

ECA courses must be rigorous and held to the same standards of rigor as traditional college courses for matriculated students.

GUSD's Equity, Access, and Family Engagement Department, in partnership with the College and Career Division, will continue to examine student data in order to enhance course offerings and access for underserved and underrepresented student groups and address any potential opportunity gaps.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

INFORMATION REPORT NO. 2

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: FACTS Program Curriculum Adoption Update

Overview:

The FACTS program is unique and as such it has unique curriculum needs. In order to have a guaranteed viable curriculum, the FACTS program staff explored a number of possible curricula options to address this need. After a review process, and a robust discussion, the FACTS teachers decided the curriculum that would best address the needs of the FACTS students is the TeachTown Transition to Adulthood curriculum. The purpose of the TeachTown Transition to Adulthood curriculum is to address life, community and interpersonal skills. The program also aims to build opportunities to offset discrepancies found in employment statistics and post-secondary living arrangements for individuals with disabilities. This curriculum is composed of a variety of topics and learning areas specific to adult transition and accessible through different learning modalities. It is presented in a way that allows the FACTS teachers to scaffold and modify curriculum to meet the unique needs of students. This curriculum features data collection that can be directly linked to IEP goals to track progress, and is accessible to the distance learning environment, in the community, and in the physical classroom.

Curriculum Review Process:

July – September 2020: The FACTS teachers and site team discussed the need for a guaranteed viable curriculum developed for adult transition students. Team explored different curriculum options and ultimately chose three programs to investigate: News 2 You (N2Y), Education Associates – Job Ready Life Ready, and TeachTown Transition to Adulthood.

September 2020: FACTS teachers and site team discussed and developed a rubric that outlined the needs and expectations of a curriculum geared toward adult students with special needs in self-contained programs. Once the rubric was complete, it was shared with and approved by the Special Education Office and was shared with the FACTS staff to review curricula and complete the rubric.

September – December 2020 – The FACTS staff reviewed the different curricula. Each teacher had an opportunity to examine the presented materials and rate the curriculum. The teachers unanimously ranked the TeachTown Transition to Adulthood curriculum above both N2Y and Education Associates.

The TeachTown Transition to Adulthood curriculum features:

- Five learning domains including: personal living skills, home skills, community skills, vocational skills, and leisure skills
- Point of view video modeling
- Teacher delivered and computer-based lessons and practice
- Task analysis
- Visual support
- Data collection

Cost of Instructional Materials and Professional Development:

The total cost of TeachTown Transition to Adulthood curriculum materials for 80 FACTS special education adult students for a yearly subscription is \$9,520. This total has been prorated for the 2020-21 school year (less term discount of \$3,200) for the remainder of this school year and a total cost of \$6,320.20.

Recommendation:

Staff recommends that the TeachTown Transition to Adulthood curriculum be adopted as the FACTS Adult Transition Program curriculum for the remainder of 2020-21 school year. Should the consensus of the Board be to move forward, the request to adopt the curriculum will be brought back to the Board for approval on February 16, 2021.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

INFORMATION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Deb Rinder, Executive Director, Special Education
Dr. Marine Avagyan, Director, Equity, Access and Family Engagement

SUBJECT: **Proposed Revisions to Board Policies Relating to Community Relations, Students, and Instruction**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 1312.3 (Uniform Complaint Procedures); BP 5126 (Awards for Achievement); BP 6146.1 (High School Graduation Requirements); BP 6146.2 (Certificate of Proficiency/High School Equivalency); and BP 6159 (Individualized Education Program) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 1312.3 – Uniform Complaint Procedures

CSBA Update December 2020
Last GUSD Update: July 2020

Staff recommends the Board update Board Policy (BP) 1312.3 to reflect the relationship between the state uniform complaint procedures (UCP) and new federal regulations (85 Fed. Reg. 30026) regarding Title IX complaints of sexual harassment. The revised policy reflects new state regulations (Register 2020, No. 21), which limit the applicability of the UCP for complaints regarding special education and child nutrition programs, adds procedures for addressing complaints regarding health and safety deficiencies in license-exempt California State Preschool Programs (CSPP), and deletes the referral of complaints of fraud to the California Department of Education (CDE). The list of programs subject to the UCP are revised and reorganized to more directly reflect CDE's 2020-21 Federal Program Monitoring (FPM) instrument.

BP 5126 – Awards for Achievement

CSBA Update December 2020
Last GUSD Update: September 2015

Staff recommends that the Board update BP 5126 to add optional language for the presentation of biliteracy awards to students who are English learners upon their reclassification as fluent English proficient and a new section on "State Seal of Civic Engagement," which addresses awards for students who have demonstrated excellence in civics education and participation and an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government.

BP 6146.1 – High School Graduation Requirements

CSBA Update December 2020
Last GUSD Update: September 2019

Staff is recommending the Board update BP 6146.1 to change "foreign language" to "world language" to reflect current terminology in law, add material regarding the provision of credits towards community service hours for completion of a course in community emergency response training, and reflect a new law (AB 1350, 2020), which authorizes districts to award a retroactive diploma to students who were in good standing and on track to graduate at the end of the 2019-20 school year but were unable to complete the statewide graduation requirements due to COVID-19.

BP 6146.2 – Certificate of Proficiency/High School Equivalency

CSBA Update December 2020
Last GUSD Update: October 2019

Staff recommends that the Board update BP 6146.2 to clarify the distinction between a certificate of proficiency and a high school equivalency certificate. The revised policy also reflects that there is a fee for these tests, which is waived for homeless or foster youth under 25 years of age who meet all other registration requirements and submit certification of homeless or foster youth status.

BP 6159 – Individualized Education Program

CSBA Update July 2020
Last GUSD Update: February 2014

Staff recommends the Board update BP 6159 to include the requirement, formerly in BP/AR 0430 - Comprehensive Local Plan for Special Education, to provide a free appropriate public education (FAPE) to students who have been suspended or expelled

from school or who are placed by the district in a nonpublic, nonsectarian school. The revised policy adds the requirement to provide FAPE to individuals age 18-21 who are incarcerated in an adult correctional facility if they had been identified as students with disabilities or had an individualized education program (IEP) in their prior educational placement. Content regarding the rights of foster parents is being moved to the administrative regulation.

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 February 16, 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 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

Community Relations

Uniform Complaint Procedures

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

Complaints Subject to the UCP

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

1. ~~Any complaint alleging District violation of applicable state or federal law or regulations governing adult education; After School Education and Safety programs; agricultural career technical education; consolidated categorical aid programs; federal career technical education; child care and development programs; compensatory education; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; School Plans for Student Achievement; school safety plans; California State Preschool Programs; State Preschool Health & Safety Issues in LEAs Exempt from Licensing; and any other District implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000(a).~~
2. ~~Any complaint, by a student, employee, or other person participating in a District program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in District programs and activities, including, in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in the Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or on the basis of his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)~~
3. ~~Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding related needs of the student. (Education Code 222)~~

Community Relations

Uniform Complaint Procedures

- ~~4. Any complaint alleging District noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements. (Education Code 46015)~~
- ~~5. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (5 CCR 4610)~~
- ~~6. Any complaint alleging District noncompliance with applicable requirements (Education Code 52060-52077) related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians. (Education Code 52075)~~
- ~~7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding. (Education Code 64000-64001, 65000-65001)~~
- ~~8. Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging District noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the District's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, District or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~
- ~~9. Any complaint, by or on behalf of a student who transfers into the District after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the District, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging District noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1)~~

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Uniform Complaint Procedures

10. ~~Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging District noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school District or country. (Education Code 51225.2)~~
11. ~~Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)~~
12. ~~Any complaint alleging District noncompliance with the physical education instructional minutes requirement. (Education Code 51210, 51223)~~
13. ~~Complaints regarding the noncompliance of a license exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations.~~
14. ~~Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.~~
15. ~~Any other complaint as specified in a District policy.~~
 1. Accommodations for pregnant and parenting students (Education Code 46015)
 2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
 3. After School Education and Safety programs (Education Code 8482-8484.65)
 4. Agricultural career technical education (Education Code 52460-52462)
 5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

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6. Child care and development programs (Education Code 8200-8498)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in District programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, 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, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)
11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)
13. Local control and accountability plan (Education Code 52075)
14. Migrant education (Education Code 54440-54445)
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
16. Student fees (Education Code 49010-49013)
17. Reasonable accommodations to a lactating student (Education Code 222)

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Uniform Complaint Procedures

18. Regional occupational centers and programs (Education Code 52300-52334.7)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
20. School safety plans (Education Code 32280-32289)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State preschool programs (Education Code 8235-8239.1)
23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)
24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

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

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if

Community Relations

Uniform Complaint Procedures

appropriate, resolve the UCP-related allegation(s) through the District's UCP.

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

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be referred investigated and resolved by to the specified agency or through an alternative process: (~~5 CCR 4611~~)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, Protective Services Division, and the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to the Department of Social Services and shall, for licensing exempt facilities, be referred to the appropriate Child Development regional administrator. (5 CCR 4611)
3. ~~Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.~~ Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

~~Any special education complaint alleging denial of a free appropriate public education based on~~

Community Relations

Uniform Complaint Procedures

~~services called for in a settlement agreement, even if the settlement agreement was not incorporated into the individualized educational program shall be investigated by the California Department of Education. (5 CCR 3080, 3200-3204; Education Code Section 33315(a)(2))~~

5. Any complaint alleging noncompliance of the District's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

~~Any complaints relating to child nutrition involving meal counting, reimbursable meals, and eligibility of children and adults shall be investigated and responded to directly by the California Department of Education as addressed in 5 CCR sections 15580-15584.~~

6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the District's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

~~Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.~~

7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with ~~the procedures in~~ AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Legal References: Education Code, Sections 200-262.4; 8200-8498; 8500-8538; 18100-18203; 32280-32289; 33380-33384; 35186; 44500-44508; 46015; 48853-48853.5; 48985; 49010-49014; 49060-49079; 49069.5; 49490-49590; 49701; 51210; 51222; 51223; 51225.1-51225.2; 51226-51226.1; 51228.1-51228.3; 52059.5; 52060-52077, 52075; 52160-52178; 52300-52462; 52500-52616.24; 54000-54029~~52462; 52500-52616.24;~~ 54400-54425; 54440-54445; 54460-54529; ~~56000-56865;~~ 59000-59300; 64000-64001; 65000-65001

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Government Code, Sections 11135; 12900-12996
Health and Safety Code, Sections ~~104420~~ 1596.792; 1596.7925
Penal Code 422.55; 422.6
Code of Regulations, Title 2, Section 11023
Code of Regulations, Title 5, Sections ~~3080~~ 3200-3205; 4600-46874670;
4680-4687; 4690-4694; 4900-4965; 15580-15584
United States Code, Title 20, Sections 1221; 1232g; 1681-1688; 6301-
6576; 6801-7014; ~~7101-7184; 7201-7283g; 7301-7372; 12101-1221~~
United States Code, Title 29, Section 794
United States Code Title 42, Sections 2000d-2000e-17; 2000h-2-2000h-6;
6101-6107; 11431-11435; 12101-12213
Code of Federal Regulations, Title 28, Section 35.107
Code of Federal Regulations, Title 34, Sections 99.1-99.67; 100.3; 104.7;
106.1-106.82; 106.8; 106.9; 110.25

Policy Adopted: 11/17/1992

Policy Amended: 12/17/2002; 11/03/2010; 03/11/2014; 04/15/2014; 05/06/2014;
04/05/2016; 10/18/2016; 08/15/2017; 02/06/2018; 05/01/2018;
06/04/2019; 07/14/2020; --/--/2021

(Formerly BP 1312)

Students

Awards for Achievement

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievements in academic, athletic, extracurricular, or community service activities.

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the appropriate selection of student award recipients.

A. Golden State Seal Merit Diploma

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition ~~shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.~~

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum ~~as measured by i-Ready Reading and Math assessments and/or a California Assessment of Student Performance and Progress (CAASPP) assessment~~, qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

B. State Seal of Biliteracy and Glendale Unified School District Biliteracy Awards

The District shall present the State Seal of Biliteracy to each graduating high school student who has attained high level of proficiency in speaking, reading, and writing in one or more languages in addition to English according to State determined criteria. (Education Code 51460-51464)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English.

The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the

Students

Awards for Achievement

student's native language.

C. State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All District students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

C.D. Scholarship and Loan Fund

The Board may create and maintain at its discretion a scholarship and loan fund, which may be used to provide interest-free loans for educational advancement, scholarship, or grants-in-aid to bona fide organizations, students, or graduates of District schools. (Education Code 35310, 35315)

The District may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the Superintendent or designee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference: Education Code, Sections 220; 35160; 35310-35319; 44015; 51243-51245; 51450-51455; 51460-51464; 51470-51474; 52164.1
Government Code, Sections 54950-54963
Code of Regulations, Title 5, Sections 876; 1632; 11510-11516 11517.6-11519.5

Students

Awards for Achievement

Policy Adopted: 06/07/2011

Policy Amended: 09/15/2015; --/--/2021

Instruction

High School Graduation Requirements

The Board of Education desires to prepare all students to successfully complete the high school course of study and obtain a high-school diploma so that they can take advantage of that represents their educational achievement and increases their opportunities for postsecondary education and employment.

- A. Minimum academic standards for a diploma of graduation from high schools in the Glendale Unified School District are as follows:
 - 1. Satisfactory completion of a minimum of two hundred and twenty (220) semester periods of credit earned in grades 9, 10, 11, and 12.
 - 2. Course Requirements

The following courses are required as part of the 220 semester credits taken in grades 9 through 12:

- a. English - 4 years (40 credits), including Freshman and Sophomore English (Education Code 51225.3)
- b. Mathematics - 20 credits Grades 9-12 - including courses of study that include Integrated Math I and II* Standards (Education Code 51225.3)

~~*Beginning with the class of 2020, Integrated Math II is the minimum math requirement.~~

Integrated Math I and II courses successfully completed in grades 7 and or 8 can be used to meet this requirement. However, students are required to complete a minimum of 20 units of mathematics in grades 9-12 regardless of mathematics courses completed in grades 7 and 8. All students are encouraged to complete Integrated Math III and beyond to complete A-G requirements and be college and career ready.

- c. Science – Requirements for the class of 2023 and prior years: 2 years (20 credits), including 1 year of Biological Science and 1 year of Physical Science (Education Code 51225.3)

Requirements beginning with the class of 2024: 3 years (30 credits), including 1 year of Living Earth, 1 year of Chemistry in the Earth System and 1 year of Physics of the Universe

Instruction

High School Graduation Requirements

- d. Social Science - 3 years (30 credits), including 1 year World History, Culture and Geography, 1 year U.S. History, Culture and Geography, 1 semester American Government and Civics, and 1 semester Economics (Education Code 51225.3)
- e. ~~Foreign~~ World Language - 1 year (10 credits)* OR Fine Arts - 1 year (10 credits)** - a student who chooses to take one year of ~~foreign world~~ language to fulfill this requirement must take one semester of fine arts in addition.
- f. Visual and Performing Arts (VAPA) - 1 semester (5 credits) - required unless fulfilled by "e" above

* A student who chooses to take one year of ~~foreign world~~ language to fulfill this requirement must also take a VAPA course to fulfill one year (10 credits) for the A-G requirements.

**A CTE-VAPA course must be an approved course for A-G requirements to fulfill the A-G requirements. To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

- g. Career Preparation - 1 semester (5 credits)
- h. Health - 1 semester (5 credits)
- i. Physical Education, unless the student has been otherwise exempted pursuant to other sections of the Education Code, - 2 years (20 credits) (maximum of 40 semester credits applied toward graduation) (Education Code 51225.3)

- B. Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
- C. Students in grade 12 shall be enrolled in at least five courses each semester. This requirement shall not apply to students enrolled in career and technical education

Instruction

High School Graduation Requirements

programs, community college courses, independent study, continuation education classes, work experience education programs, and special education programs as designated by the individualized education program.

D. Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board.

However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the District or between District schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements.

This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

E. Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the District may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. ~~Persons who~~ Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure.

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state,

Instruction

High School Graduation Requirements

were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the District that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. ~~Former students who~~ Were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a District school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a District school.
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis.

F. Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the home country following the completion of one academic school year in the District.

Instruction

High School Graduation Requirements

2. A student who is terminally ill.

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the District. (Education Code 51225.5)

Legal Reference: Education Code, Sections 47612; 48200; 48204.4; 48412; 48430; 48645.5; 48980; 49701; 51224; 51224.5; 51225.1; 51225.2; 51225.3; 51225.35; 51225.36; 51225.5; 51225.6; 51228; 51230; 51240-51246; 51250-51251; 51410-51413; 51420-51427; 51430; 51440; 51450-51455; 51745; 56390-56392; 66204; 67386
Code of Regulations, Title 5, Sections 1600-1651; 4600-4670
Court Decisions: O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Policy Adopted: 08/1962

Policy Amended: 05/1963; 12/1965; 04/1966; 03/1967; 09/1969; 04/1970; 03/1972; 01/1973; 05/1975; 01/1978; 04/1978; 05/1980; 03/1983; 01/1984; 06/1985; 05/21/1996; 06/09/1997; 06/23/1999; 12/05/2000; 10/15/2002; 09/02/2003; 3/23/2010; 11/16/2010; 09/03/2019; --/--/2021

(Formerly BP 5216)

Instruction

Certificate of Proficiency/High School Equivalency

The Board of Education desires that every student have the opportunity to earn a high school diploma through successful completion of ~~class work and Board approved proficiency tests~~ District graduation requirements. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows ~~him/her~~ the student to obtain an equivalent certificate.

~~Eligible persons may obtain a certificate of proficiency or a high school equivalency certificate in accordance with law, Board policy and administrative regulation.~~ Eligible persons who pass the California High School Proficiency Examination may obtain a certificate of proficiency from the State Board of Education (SBE). Eligible persons who pass a general educational development test designated by the SBE may obtain a high school equivalency certificate from the testing service.

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program ~~including the limitations of an equivalent certificate compared to a high school diploma.~~

Interested persons shall register for the test directly with the testing service and pay the applicable fee. However, the fee shall be waived for a homeless or foster youth who is under age 25 years, meets all other registration requirements, and submits certification of homeless or foster youth status. (Education Code 48412; 5 CCR 11524-11526, 11533-11534.1)

Legal Reference: Education Code, Sections 48400-48403; 48410; 48412; 48413; 48414; 51420-51427; 52052
Code of Regulations, Title 5, Sections 11520-11523; 11530-11532

Policy Adopted: 10/15/2002

Policy Amended: 10/07/2019; --/--/2020

Instruction

Individualized Education Program

The ~~Governing Board of Education~~ desires to provide full educational alternatives opportunities that afford to all students with disabilities ~~full educational opportunities~~. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated ~~be placed~~ in the least restrictive environment ~~which meets their needs to the extent provided by law~~ with nondisabled students.

~~The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP. For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.~~

~~To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055) The District shall make FAPE available to individuals with disabilities ages 3-21 who reside in the District, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)~~

1. Students who have been suspended or expelled from school.
2. Students who are placed by the District in a nonpublic, nonsectarian school.
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement.

Legal Reference: Education Code, Sections 46392; 51225.3; 56040.3; 56055; 56136; 56195.8; 56321; 56321.5; 56340.1-56347; 56350-5635256354; 56380; 56390-56392; 56500-56509; 60640-60649; ~~60850; 60852~~
Family Code, Sections 6500-6502
Government Code, Sections 7572.5
Welfare and Institutions Code, Sections 300; 601; 602
Code of Regulations, Title 5, Sections 853-853.5; ~~1215.5-1218~~; 3021-3029; 3040-3043; 3051-3053
United States Code, Title 20, Sections 1232g; 1400-1482
Code of Federal Regulations, Title 34, Sections 300.1-300.818

Instruction

Individualized Education Program

~~Attorney General Opinions:~~

~~85 Ops. Cal. Atty. Gen. 157 (2002)~~

~~Court Decisions:~~

~~Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773~~

~~Schaffer v. Weast (2005) 125 S. Ct. 528~~

~~Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072~~

~~Sacramento City School District v. Rachel H (9th Circuit, 1994) 14 F.3d 1398~~

~~Andrew F. v. Douglas County School District Re-1, 137 S. Ct. 988~~

~~Attorney General Opinions: 85 Ops. Cal. Atty. Gen. 157 (2002)~~

~~Management Resources:~~

~~_____ FEDERAL REGISTER~~

~~_____ Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845~~

~~_____ WEB SITES:~~

~~_____ California Department of Education: <http://www.cde.ca.gov>~~

~~_____ U.S. Department of Education, Office of Special Education and Rehabilitative Services: <http://www.ed.gov/about/offices/list/osep>~~

Policy Adopted: 02/18/2014

Policy Amended: --/--/2021

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

INFORMATION 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 and Facilities

SUBJECT: **Update on Measure S and Facility Programs**

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

1. Superintendent's Facility Advisory Committee (SFAC)
 - Review of Measure S Agenda Items via video conference.
2. Items on this Agenda
 - **Approval of Independent Consultant Agreement No. 601 with S. Torres Group, Inc. for the Clark Magnet High School New CTE Building Project's DSA Inspection Services**

On December 12, 2017, the Board approved a new project and budget allocation of \$3,500,000 for the Clark Magnet High School CTE Building. The District also applied for and received \$3,000,000 in additional matching State funds for the project, resulting in a total project budget of \$6,500,000.

In support of the construction of this project at Clark Magnet High School, Planning & Development staff obtained a proposal from S. Torres Group, Inc. to provide the DSA-required project inspection services. S. Torres Group, Inc's proposal to provide these services is for a not-to-exceed amount of \$187,200. This agreement represents 2.88% of the total project costs, and is included in the approved project budget.

This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

- **Approval of Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's Specialty Inspection Services**

On December 12, 2017, the Board approved a new project and budget allocation of \$3,500,000 for the Clark Magnet High School CTE Building. The District also applied for and received \$3,000,000 in additional matching State funds for the project, resulting in a total project budget of \$6,500,000.

In support of the construction of this project at Clark Magnet High School, Planning & Development staff obtained a proposal from California Testing and Inspections to provide specialty inspection services for the project. California Testing and Inspection's proposal to provide these services is for a not-to-exceed amount of \$102,245. This agreement represents 1.57% of the total project costs, and is included in the approved project budget.

This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

- **Approval of Notice of Completion for Contract with PlayPower LT Farmington, Inc. for Purchase and Installation of Playground Equipment and Fall Zone Material at Columbus Elementary School**

On May 5, 2020, the Board approved use of Sourcewell Contract No. 030117-LTS for the purchase and installation of playground equipment and fall zone material from PlayPower LT Farmington, Inc. at Columbus Elementary School in the amount of \$449,267.90, pursuant to California Public Contract Code 10298.

On September 15, 2020, the Board approved Change Order No. 1 in the amount of \$44,070, which accounted for required changes on the project. This increased the total contract cost to \$493,337.90.

This project was completed in a satisfactory manner as of December 11, 2020 for a total cost of \$493,337.90, and was funded by Measure S – Small Non-Tech and Summer Projects funds.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Superintendent's Office

SUBJECT: Resolution No. 9 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members

The Superintendent recommends that the Board of Education adopt Resolution No. 9 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members.

The Glendale Unified School District believes that we have a special responsibility to understand and intentionally work to eliminate racism in our curricula, our classroom cultures, and our relationships with our students, our parents/guardians, and each other because our collective future depends on it. The Glendale Unified School District celebrates the diversity of this nation, and that includes the past, present and ongoing contributions of Black and African Americans in this country.

Since 1976, the month of February has been designated as Black and African American History Month. The annual Black Lives Matter at School Week of Action takes place February 1-5 to coincide with, and augment, Black and African American History Month. The goal of Black Lives Matter at School is to spark an ongoing movement of critical reflection and honest conversation in school communities for people of all ages to engage with issues of racial justice.

The California State Board of Education recognizes in its Policy Statement on Multicultural Education that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others.

Education Code 37220 and GUSD Administrative Regulation 6115 describe the expectation that "schools shall include exercise commemorating and directing attention to the history of the civil rights movement in the United States and particularly the role therein of Dr. Martin Luther King, Jr."

Each year, our teachers and staff plan lessons and activities to honor Dr. Martin Luther King Jr. and his contributions to the nation. In past years, these have included lessons, read-alouds, displays, speakers, assemblies, flag ceremonies, announcements, and acts of kindness and service to others. Yellow Ribbon Week enhances these activities.

The Teaching and Learning Department has prepared an extensive resource list of lesson plans and online resources related to Black and African American History Month and have been shared with all principals to distribute to teachers. This resource list includes connections to grade level content standards and links to resources that are readily available to teachers. In addition, schools have been asked to plan acts of service in honor of Dr. Martin Luther King Jr. during the months of January and February.

The attached resolution, “Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members,” is being presented to the Board of Education for adoption. Glendale Unified School District recognizes the tremendous contributions made by Black and African Americans and reaffirms its commitment to support the social, emotional, and physical needs of all students.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 9

**RECOGNIZING THE RICH CULTURE, CONTRIBUTIONS, AND VALUE OF OUR
BLACK AND AFRICAN AMERICAN STUDENTS AND COMMUNITY MEMBERS**

WHEREAS, the Glendale Unified School District believes that we have a special responsibility to understand, and intentionally work to eliminate racism in our curricula, our classroom cultures, and our relationships with our students, our parents/guardians, and each other because our collective future depends on it; and

WHEREAS, the Glendale Unified School District celebrates the diversity of this nation, and that includes the past, present and ongoing contributions of African Americans in this country; and

WHEREAS, in 1975, President Ford issued a message on the observance of Black History Week urging all Americans to “recognize the important contribution made to our nation’s life and culture by Black citizens.” In 1976, the commemoration of Black history in the United States was expanded to Black History Month, also known as *African American History Month*; and

WHEREAS, *Black and African American History Month* provides an opportunity for all students to better understand the achievement of African American, which are important for February, and every month; and

WHEREAS, a national movement of teachers, parents, administrators, and scholars have come together to proclaim an annual week of action, affirmation, and solidarity, to be called “*Black Lives Matter at School Week of Action*,” and

WHEREAS, *Black Lives Matter at School Week of Action* will take place during the month of February to incorporate with, and augment, *Black and African American History Month*; the 2021 week of action is February 1-5; and

WHEREAS, schools should be places for the practice of equity, for the building of understanding, and for the active engagement of all in creating pathways to freedom and justice for all people; and

WHEREAS, *Black and African American History Month* and *Black Lives Matter at School Week of Action* are intended to highlight, uplift and affirm the rich history and contributions of the African American community; to cultivate in African American students a sense of pride, self-worth, and self-love; and to develop a widespread acknowledgement and appreciation for the contributions of Black and African American people in our community; and

WHEREAS, *Black and African American History Month* and *Black Lives Matter at School Week of Action* are further intended to encourage ongoing critical reflection and courageous conversations to affirm the right of Black and African American students to be treated with respect and dignity; and

WHEREAS, *Black and African American History Month* and *Black Lives Matter at School Week of Action* may offer a variety of educational opportunities and expression of unity, such as workshops, cultural events, and instructional activities.

THEREFORE, BE IT RESOLVED that the Glendale Unified School District Board of Education welcomes the participation of educators, staff, students, and parents in community-based activities and events related to *Black and African American History Month* and *Black Lives Matter at School Week of Action*.

BE IT FURTHER RESOLVED that the Glendale Unified School District recognizes the tremendous contributions made by Black and African Americans and reaffirms its commitment to support the social, emotional, and physical needs of all students.

PASSED, APPROVED, AND ADOPTED this 2nd day of February 2021, at a regular meeting of the Glendale Unified School District Board of Education, Los Angeles County, California.

Dr. Armina Gharpetian, President

Shant Sahakian, Vice President

Nayiri Nahabedian, Clerk

Gregory S. Krikorian, Member

Jennifer Freemon, Member

Dr. Vivian Ekchian, Superintendent

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Approval of Teaching Tolerance Social Justice Standards**

The Superintendent recommends that the Board of Education adopt the Social Justice Standards as part of GUSD's curricular program as a tool with lessons and outcomes at each grade level to develop student competence in the areas of Identity, Diversity, Justice, and Action. The standards will be formally infused into the curriculum of the core subject areas where there is a natural and appropriate fit.

During the 2019-20 school year, the Superintendent's Parent Advisory Council (SPAC) recommended the exploration of free resources provided by the Teaching Tolerance organization. The recommendation and the work done by the committee to form a pilot of the Teaching Tolerance lessons was transferred to the newly formed committees under the Superintendent's Culturally Relevant and Responsive Education (CRRE) work groups.

The curriculum committees within the CRRE working groups have explored the lessons being recommended for pilot by the SPAC group and recommended the adoption of the Teaching Tolerance Social Justice Standards. The standards adopted by Teaching Tolerance come from the work of Louise Derman-Sparks in her foundational works: Anti-Bias Curriculum Tools for Empowering Young Children and its later editions, co-authored with Julie Olsen Edwards, entitled Anti-Bias Education for Young Children and Ourselves (2010, 2020). This work is based on anti-bias education in early childhood education settings but calls on all educators "to integrate the core goals of Anti-Bias Education in developmentally appropriate ways throughout children's education."

Teaching Tolerance translated the four goals into four anti-bias domains and expanded on the goals to create 20 Social Justice Standards:

Identity Anchor Standards

1. Students will develop positive social identities based on their membership in multiple groups in society.
2. Students will develop language and historical and cultural knowledge that affirm and accurately describe their membership in multiple identity groups.
3. Students will recognize that people's multiple identities interact and create unique and complex individuals.
4. Students will express pride, confidence and healthy self-esteem without denying the value and dignity of other people.
5. Students will recognize traits of the dominant culture, their home culture and other cultures and understand how they negotiate their own identity in multiple spaces.

Diversity Anchor Standards

6. Students will express comfort with people who are both similar to and different from them and engage respectfully with all people.
7. Students will develop language and knowledge to accurately and respectfully describe how people (including themselves) are both similar to and different from each other and others in their identity groups.
8. Students will respectfully express curiosity about the history and lived experiences of others and will exchange ideas and beliefs in an open-minded way.
9. Students will respond to diversity by building empathy, respect, understanding and connection.
10. Students will examine diversity in social, cultural, political and historical contexts rather than in ways that are superficial or oversimplified.

Justice Anchor Standards

11. Students will recognize stereotypes and relate to people as individuals rather than representatives of groups.
12. Students will recognize unfairness on the individual level (e.g., biased speech) and injustice at the institutional or systemic level (e.g., discrimination).
13. Students will analyze the harmful impact of bias and injustice on the world, historically and today.
14. Students will recognize that power and privilege influence relationships on interpersonal, intergroup and institutional levels and consider how they have been affected by those dynamics.
15. Students will identify figures, groups, events and a variety of strategies and philosophies relevant to the history of social justice around the world.

Action Anchor Standards

16. Students will express empathy when people are excluded or mistreated because of their identities and concern when they themselves experience bias.
17. Students will recognize their own responsibility to stand up to exclusion, prejudice and injustice.
18. Students will speak up with courage and respect when they or someone else has been hurt or wronged by bias.
19. Students will make principled decisions about when and how to take a stand against bias and injustice in their everyday lives and will do so despite negative peer or group pressure.
20. Students will plan and carry out collective action against bias and injustice in the world and will evaluate what strategies are most effective.

The Social Justice Standards were presented to the Elementary Curriculum Review Committee (CRC) exploring new instructional materials for K-5 History-Social Science, and the secondary core subject Curriculum Study Committees (CSCs): English, English Language Development, History-Social Science, Math, and Science. All five of the CSC groups and the CRC formally approved the recommendation to adopt the Social Justice Standards as part of GUSD's curricular program as a frame to guide teachers in discussing important topics from an anti-bias and anti-racist stance.

The standards will be formally infused into the curriculum of the core subject areas where there is a natural and appropriate fit. This work will be done over several years starting with the new course outlines for History-Social Science that will be written after the adoption of the new instructional materials in the Spring of 2021. Training will be provided to teachers to better understand the social justice standards, the Teaching Tolerance lessons, and to promote more culturally relevant and responsive teaching practices. The long-term goal is for all TK-12 teachers to have a strong foundation in the Social Justice standards that will lead to engaging classroom experiences to inspire all GUSD students to recognize, confront and eliminate racism, social injustice, and bias in themselves, the school, and the greater community.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Narineh Makijan, Coordinator III, College and Career Division

SUBJECT: Approval of Cloud Computing and Computer Science Academy

The Superintendent recommends that the Board of Education approve the Cloud Computing and Computer Science Academy at Glendale High School for the 2021-2022 school year through the College and Career Access Pathway partnership with Glendale Community College.

At the January 19, 2021 Board of Education meeting, the Board was presented with the Cloud Computing and Computer Science Academy proposal. Upon approval of the Cloud Computing and Computer Science Academy, Glendale Unified School District (GUSD) will allow students the opportunity to enroll in the academy through an online application that will be available on the Glendale Community College (GCC) website.

The Cloud Computing and Computer Science Academy will serve as a bridge between Edison and Cerritos Elementary Schools and Roosevelt, Wilson, Toll and Rosemont Middle Schools that offer a variety of science, technology, engineering, and mathematics (STEM) programs. The Cloud Computing and Computer Science Academy is an innovative program that students earn both a high school diploma and a certificate in cloud computing. Students will also complete the general education college course requirements needed to transfer to a University of California (UC) or California State University (CSU) for STEM majors. Students will complete up to 50 units plus the option to take summer college courses to complete a Computer Science Associate Degree. The goal of the program is for students to be ready for industry and have the certifications and certificates for a high-paying job in the time it takes to go to high school.

At the January Board of Education meeting, Board members requested additional information regarding college faculty collaboration and accountability. The following information provides specifics about GCC faculty training, meetings, accountability and selection of faculty for early college and dual enrollment programs.

Early College Academy (ECA) Faculty Training

- ECA Faculty Orientation
- Annual Mandated Reporter training
- Mandatory sexual harassment prevention training (every 2 years); all newly employees will be required to complete this training within six months of hire and every two years thereafter (Government Code Section 12950.1 requirement)
- Diversity, Equity and Inclusion Training Assignment: Implicit bias and Micro-aggression Awareness

ECA Faculty Meetings

- Division meetings (monthly)
- GCC Faculty meetings (monthly)
- ECA roundtable discussions (monthly)

ECA Faculty Accountability

- Utilize Early Alert system
- Regular communication with Teacher on Special Assignment and Dual Enrollment Counselor
- Providing assessment and feedback to students
- Identifying weekly office hours for ECA students specifically
- Deadline for grade reporting

Selection Process for College Instructors for Early College and Dual Enrollment Programs

- ECA program works with GCC division chair to find instructors within the division. Priority is granted to faculty with high school or dual enrollment teaching experience. As of fall 2020, all but one of the instructors in the program have been high school teachers or taught in the dual enrollment program at Glendale Community College.
- DE program instructors are selected by their availability and interest in teaching the high school population. Many have either high school teaching experience or have taught within the program over the last five years.

The Cloud Computing and Computer Science Academy will be a cohort model at Glendale High School with 25-30 students accepted into the academy based on the application selection guidelines. Students in the Cloud Computing and Computer Science Academy will receive additional counseling and academic support. Students in the Cloud Computing and Computer Science Academy will be required to attend the college courses two to three times a week. During the non-instruction days, the students will be required to participate in academic counseling as well as study sessions.

The first cohort of 25-30 students will begin in fall 2021 in the ninth grade. The goal of the academy is to minimize challenges in the transition to postsecondary education for students for whom access has historically been challenging. The academy would target students who are traditionally underrepresented in postsecondary education, including minority students, students from low-income families, and students who are in the first generation of their families to go to college. The program will help propel students from underserved backgrounds to graduate high school and earn postsecondary degrees. The program will combine high school and college in a rigorous, yet supportive environment that embraces acceleration over remediation. A college for all cultures helps to motivate students from backgrounds underrepresented in higher education to earn significant college credit by high school graduation at no cost to their families.

All students are encouraged to apply for the Cloud Computing and Computer Science Academy. Students who are college bound will also have an opportunity to apply for the academy. To ensure the target population is being served, Glendale Community College and Glendale Unified School District staff members will use a tiered admission. This will allow GUSD/GCC to admit students identified as “college bound” and still ensure the academy is serving the target population. In the case where there is an overflow of applications, based on the rubric students will be placed on a wait list. GCC will notify families that they have been admitted, denied admission or placed on a wait list.

Next Steps

Should the Board of Education approve the Cloud Computing and Computer Science Academy, following is the timeline for implementation:

- | | |
|--------------------------|---|
| February 22, 2021 | Middle school principals will send a message home to all eighth grade families to inform them of the Cloud Computing and Computer Science Academy |
| March 1-26, 2021 | Middle school student and parent/guardian information sessions will be scheduled |
| March 22, 2021 | Applications go live on the GCC website: glendale.edu |

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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, and Facilities

SUBJECT: **Approval of Independent Consultant Agreement No. 601 with S. Torres Group, Inc. for the Clark Magnet High School New CTE Building Project's DSA Inspection Services**

The Superintendent recommends that the Board of Education approve Independent Consultant Agreement No. 601 with S. Torres Group, Inc. for the Clark Magnet High School New CTE Building Project's DSA inspection services in the amount of \$187,200, funded by Measure S funds.

On December 12, 2017, the Board approved a new project and budget allocation of \$3,500,000 for the Clark Magnet High School CTE Building. The District also applied for and received \$3,000,000 in additional matching State funds for the project, resulting in a total project budget of \$6,500,000.

In support of the construction of this project at Clark Magnet High School, Planning & Development staff obtained a proposal from S. Torres Group, Inc. to provide the DSA-required project inspection services. S. Torres Group, Inc's proposal to provide these services is for a not-to-exceed amount of \$187,200. This agreement represents 2.88% of the total project costs, and is included in the approved project budget.

This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

TO SUPPORT 2020-2021 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.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
DSA Project Inspection Services @ Clark CTE Project**

Professional Service Number: **601**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **3rd** day of **February, 2021** by and between the Glendale Unified School District, ("District") and **S. Torres Group Inc.** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide **Class 1 DSA Project Inspection services** to the **Clark Magnet High School CTE Project**, as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on **April 19, 2021** and will diligently perform as required and complete performance by **June 30, 2022**.
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>	Tuberculosis Clearance 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 not to exceed (NTE) **One Hundred Eighty-Seven Thousand Two Hundred** Dollars (**\$187,200.00**) which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

5.1. Not Applicable

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

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

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

- 7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent

auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

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

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

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

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

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

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

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees,

subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

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

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

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

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

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

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code

Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, acknowledged email, 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
Phone: 818-507-0201
ATTN: Hagop Kassabian

Consultant:

S. Torres Group Inc.
2209 Westminster Avenue
Alhambra, CA 91803
Phone: 626-625-3778
ATTN: Salvador Torres, Jr.

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

S. Torres Group Inc.

By: _____

By: _____

Print Name: Stephen Dickinson

Print Name: Salvador Torres, Jr.

Print Title: Chief Business and Financial Officer

Print Title: President

Information regarding Consultant:

License No.: _____

DIR Registration: 1000709511

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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____
Name of Consultant: _____
Signature: _____
Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant or Company: _____

Representative's Name and Title: _____

Signature: _____

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

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor's employees and of all of its subcontractor' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

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

Consultant may provide the following general Services:

ARTICLE 1

CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees to further the interests of the **OWNER** by furnishing the Consultant's and its Associates' skill and judgment in cooperation with, and in reliance upon, the services of the **OWNER's** Staff. The Consultant agrees to provide the **OWNER** with Certified **Project Inspector** Consulting Services in connection with **OWNER's** construction, modernization and/or rehabilitation projects, District-wide for whatever Projects designated by the District.

1.1 **SCOPE OF CONSULTANT'S SERVICES**

Basic--Services. The Consultant will act as an independent contractor performing the following tasks on a continuous basis as required by the **OWNER** and as defined in the ICA.

1.2 **FEE STRUCTURE:** Refer to Article 3.

1.3 **Consultant Responsibilities** Consultant and its Associates shall provide and perform, per DSA Regulations and California Title 24, **PROJECT INSPECTOR** services for Construction Projects under this agreement.

1.4 **COMMUNICATIONS:** All communications shall be copied to the **OWNER** and/or its authorized representative. Only the **OWNER** and/or its authorized representative, as designated, will have the authority to establish priorities and request the Consultant's additional services.

ARTICLE 2

TERMS AND CONDITIONS OF WORK

2.1 **RESPONSIBILITIES / QUALIFICATIONS / STATUS OF CONSULTANT**

2.1.1 **The Consultant and its Associates** shall be subject to the approval of the **OWNER**, and **Design Professional**, and to meet the requirements of and obtain the approval of the **Regulatory Agency**.

2.1.2 **Consultant and its Associates** must meet the qualifications for on-site **Project Inspector** as provided in the State Building Code Part 1, Title 24 Section 4 Article 5.

2.1.3 **The Consultant represents** and maintains that the Consultant and its Associates are skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully and adequately complete the Project. The Consultant and its Associates shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant further represents and warrants to the **OWNER** that it has all licenses, permits, qualifications, insurance policies, and approvals of whatever nature are legally required to practice its profession. The Consultant and its Associates further warrant that all such licenses and approvals will remain in effect during the term of this Agreement.

2.1.4 **Designation of Inspector.** Consultant designates _____ (or another District approved, DSA Project Inspector) as the Inspector who will provide and perform **PROJECT INSPECTOR** Services during construction of the Project(s). Consultant shall provide all necessary **Project Inspector(s)** and Assistant(s) to the **Project Inspector** as required by the **Regulatory Agency** or indicated by the condition or status of Project construction and to comply with applicable laws or regulations. Billing per Article 3.

- 2.1.5 **The OWNER retains the** Consultant on an Independent Contractor basis and the Consultant is not an employee of the **OWNER**. Personnel performing the Services under this Agreement on behalf of the Consultant shall at all times be reportable and responsible to **the Consultant, the Regulatory Agency, the Design Professional** and the **OWNER**.
- 2.1.6 **Inspector Fees.** The Consultant shall pay all amounts due such personnel in connection with their performance for services and as required by law. The Consultant, as applicable, shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance
- 2.2 **CONSULTANT STAFF:**
- a. **The Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals.
- b. **The designated Inspector,** _____ (or another approved Inspector), and any other additional Certified Inspectors as may be subsequently approved by the **OWNER** and the **Regulatory Agency** in the required classification with the individual approved Inspectors shall remain so long as his/her performance continues to be required by and acceptable to the **OWNER**. Additionally, the Consultant must furnish the names, for approval by the **OWNER**, of all key people in Consultant's firm that will be associated with the Project.
- c. **Consultant will be responsible** to provide appropriate and approved temporary Inspection Personnel in the event of a temporary vacancy by the assigned **Project Inspector**. Any such Temporary Personnel will be approved in advance, whenever possible, by the **OWNER**, the **Regulatory Agency** and the **Design Professional**.
- d. **All Consultant Personnel provided** under this Agreement shall be subject to approval by the **OWNER** and the **Regulatory Agency**. Any changes in personnel from the individual(s) initially provided by Consultant shall require **OWNER's** and **Regulatory Agency's** approval.
- e. **Changes in Inspection Personnel**, directed or requested by either the **OWNER** or **Consultant** shall require 10 days written notice to the other party. Replacement Inspection Personnel shall meet all the approval requirements of this Agreement.
- f. **If the assigned individual(s)** fail to perform to the satisfaction of the **OWNER** or the **Regulatory Agency**, then, upon written notice, the Consultant will have ten (10) working days to remove that person from the Project and replace with one acceptable to the same.
- g. **If the assigned individual is removed for cause at the owners request the removal and replacement shall be as immediate as reasonably possible.**
- 2.3 **OWNER'S RIGHTS:** The **OWNER** reserves the right to employ other Consultants in connection with the Project, or to perform work related to the Project with the **OWNER's** own forces. The Consultant shall notify the **OWNER** if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.
- 2.3.1 **RESPONSIBILITIES OF OWNER:** The **OWNER** shall provide the Consultant with documented project information in its possession, which is reasonably necessary for the Consultant's performance of the work described herein. The **OWNER** shall designate a representative as the Consultant's primary contact for all project information; the representative shall be responsible for examining all documents submitted by the Consultant and shall render decisions and additional information in a prompt and effective manner as required to support the project.
- 2.4 **TERMINATION; SUSPENSION**
- 2.4.1 **Per the provisions of the ICA except that notices may be given and received through confirmed email.**
- 2.4.3 **Design Professional / Regulatory Agency Approval.** If either the **Design Professional** or the **Regulatory Agency** shall not approve the specified Associate to provide **Project Inspector** Services for Project construction, this Agreement shall be

deemed terminated without further rights or obligations of the **OWNER** or Consultant hereunder. Unless the **OWNER** shall have directed Consultant's performance prior to the Project Architect and the **Regulatory Agency** approval of the **Project Inspector**, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide **Project Inspector** Services by the Project Architect or the Department of General Services.

2.4.4 **OWNER Suspension.** The **OWNER** may direct suspension of Project construction and suspension of Consultant's services hereunder, given ten (10) days notice. If the **OWNER** so suspends the work, the Consultant reserves the right to place the assigned Inspectors on other sites and does not guarantee the return of any previously assigned personnel, perhaps thereby necessitating the submittal and subsequent approval of different Project Inspection personnel.

2.8 **TIME SCHEDULE**

2.8.1 **Time is of the essence** in this Agreement.

- a. **The Consultant shall begin** its services a minimum of one week in advance of project commencement or when the Notice to Proceed is issued to the Contractor from **OWNER** or its' Representative, whichever is first, and will continue until satisfactory completion and closeout of the project(s) or termination of Consultant's services or as otherwise directed by the owner.
- b. **The Consultant shall diligently** complete all appropriate tasks in cooperation with the **OWNER**, all Contractors, the Architect/Engineer, and Construction Manager, if any, in a timely manner. Additional billable time required to be expended by the **Project Inspector** shall be approved in advance by the party so designated to approve any additional expenditures.

ARTICLE 3

COMPENSATION AND PAYMENT (Hourly)

3.1 **DESCRIPTION:** The Consultant shall be paid a Hourly fee as set forth below. The amount to be paid to the Consultant, as prescribed herein, shall be the total compensation for services in the performance of the work described in this agreement, except as described below. Reimbursables shall be billed as agreed to in advance.

3.2 **FEE DATA:** Total compensation due and to be paid for Basic Services under this Agreement shall not exceed the amounts set forth in Article 3. Regular Time fees are based on full time services Monday through Saturday, or as required, as prescribed by **209 BUILDING STANDARDS ADMINISTRATIVE CODE** (Part 1, Title 24, C.C.R. Section 4-211). The compensation for a project requiring a Class 1 Inspector shall be **\$90.00** per hour per Project Inspector. A Class 2 Inspector shall be **N/A** per hour per Project Inspector. A Class 3 Inspector shall be **\$70.00** per hour per Project Inspector.

<i>INSPECTOR CERTIFICATION</i>	APPROVED	MONTHLY	HOURLY
Project Inspector, Class 1	DSA	N/A	\$90
Project Inspector, Class 2	DSA	N/A	N/A
Project Inspector, Class 3	DSA	N/A	\$70

Fees for inspection services will be determined by the cumulative number of business work hours days in any day minus any of the following recognized holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

'Hourly Compensation' is defined as the appropriate compensation rate for the class of inspector as dictated by the DSA approved plans. Any change from the above must be by the GUSD Administrator, Facilities or Project Manager prior to performing service.

3.2.1 **OVERTIME:** Shall be deemed acceptable when the inspector works on any holidays listed in 3.2 above, works more than 10 hours in one day, or hours on a Sunday to accommodate the contractor's schedule. The compensated rate of pay will be 1½ times the hourly rate shown on the compensation schedule listed above. Alternatively, subject to the approval of the GUSD Project Manager, the inspector can schedule time off so that inspector's absence will not cause a significant detrimental impact on the project.

ARTICLE 4

SCOPE OF DSA INSPECTOR'S SERVICES:

The **PROJECT INSPECTOR'S** services shall include, but not be limited to the following tasks as described in the DSA IR 8A:

- A. **Provide inspection** services to ensure compliance with code, plans, specifications and quality assurance required of an educational facility. Issue Deviation or Correction Notices, as necessary, and notify the **Design Professional**, the **OWNER**, and/or Construction Manager as the **OWNER'S** Representative, in writing, if observed work does not conform to contract document.
- B. **Inspect and verify that** Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
- C. **Maintain liaison with the Design Professional**, the Construction Manager, if any, the Testing Lab, the **OWNER** and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- D. **Submit or make available** on a timely basis, a semi-monthly report to the Architect, with copies to DSA, the owner and Construction Manager, if any, generally including the following information:
 - 1. Activities performed by the Contractors, and areas where work is performed.
 - 2. Manpower assigned to each Contractor and Subcontractor.
 - 3. Weather conditions.
 - 4. Observed equipment and materials delivered to the site.
 - 5. Construction equipment and vehicles utilized.
 - 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - 7. Verbal instruction to the Inspector.
 - 8. Inspection by representative of regulatory agency.
 - 9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
 - 10. List visitors to the site, titles, and reason for visit.
 - 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken.
 - 12. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- E. **PROJECT INSPECTOR shall comply** with all federal, state, county and local governmental requirements, as applicable.
- F. **Review and monitor Contractor's** construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their Associates shall not issue instructions or directions regarding methods or means of

job performance to the Contractor or in any way assume responsibility for the work performed.

- G. When possible, attend meetings** as requested in contract documents and requested by **OWNER**, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
- H. Assist the Construction Manager and OWNER** in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- I. Inspect, verify and document** Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** begin within 1 working day of Contractor's written notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.
- J. Submit, upon request** by the Architect and/or the Construction Manager, in a timely manner, an Inspector's Report reviewing a Contractor's Request for Information (RFI), whenever any corrective change is perceived necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
- K. Review the Contractor's Payment** Requests at billing meetings.
- L. When the Contractor's work** or a designated portion thereof is substantially complete, prepare for the **OWNER** a list of incomplete or unsatisfactory items via a "punch list" and submit to the Architect and the Construction Manager.
- M. Assist the OWNER in the review** of Contractor's Submittals, upon request.
- N. Upon completion of project**, deliver hard copies of all inspection records and project correspondence to the **OWNER**.
- O. Prior to commencement of work, PROJECT INSPECTOR** will cooperate with the **OWNER** and Construction Manager to develop an Inspection plan for the construction on and of the Schools.

OTHER REQUIREMENTS:

Facilities and Equipment:

P. The OWNER will provide:

1. An on-site separate, secure, uniquely lockable office (Note that although the following requirements are frequently in the District's contract with the Contractor, the Inspection Team does not contract with the Contractor. We request the District to enforce its Contract provisions with the Contractor.)

Q. The Consultant will provide:

1. A functional computer system and printer.
2. All required code and reference data.
3. A telephone and telephone answering machine.
4. Reasonable office supplies.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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, and Facilities

SUBJECT: **Approval of Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's Specialty Inspection Services**

The Superintendent recommends that the Board of Education approve Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's specialty inspection services in the amount of \$102,245, funded by Measure S.

On December 12, 2017, the Board approved a new project and budget allocation of \$3,500,000 for the Clark Magnet High School CTE Building. The District also applied for and received \$3,000,000 in additional matching State funds for the project, resulting in a total project budget of \$6,500,000.

In support of the construction of this project at Clark Magnet High School, Planning & Development staff obtained a proposal from California Testing and Inspections to provide specialty inspection services for the project. California Testing and Inspection's proposal to provide these services is for a not-to-exceed amount of \$102,245. This agreement represents 1.57% of the total project costs, and is included in the approved project budget.

This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

TO SUPPORT 2020-2021 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.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Testing and Inspection Services @ Clark CTE Project**

Professional Service Number: **602**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **3rd** day of **February, 2021** by and between the Glendale Unified School District, ("District") and **California Testing & Inspections** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide **Material Testing and Inspection** Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on **April 19, 2021** and will diligently perform as required and complete performance by **June 30, 2021.**
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of Insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Designation of Subconsultants List
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background/Tuberculosis Clearance Certifications
<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 not to exceed (NTE) **One Hundred Two Thousand Two Hundred Forty-Five** Dollars (**\$102,245.00**) which includes reimbursable cost listed in Item 5.1. District shall pay Consultant according to the following terms and conditions:

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

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

5.1. Not Applicable

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

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

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

- 7.1. Not applicable.

8. **Performance of Services.**

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

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

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

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter.

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

12. Termination.

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

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

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

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or

indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified parties.

14. Insurance.

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

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

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

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

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

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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

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

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

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

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

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

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

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

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

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability,

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

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

District:

Glendale Unified School District
349 West Magnolia Avenue
Glendale, California 91204
Phone: 818-507-0201
ATTN: Hagop Kassabian

Consultant:

California Testing & Inspections
15957 Vermont avenue
Paramount, CA 90723
Phone: 310-461-5616
Email: fjaque@caltestinspection.com
ATTN: _____

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

- 26. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 27. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 34. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 36. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

Dated: _____, 2021

Dated: _____, 2021

Glendale Unified School District

Consultant: California Testing & Inspections

By: _____

By: _____

Print Name: Stephen Dickinson

Print Name:

Print Title: Chief Business and Financial Officer

Print Title: _____

Information regarding Consultant:

License No.: _____

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

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

Employer Identification and/or
Social Security Number

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

DESIGNATED SUBCONSULTANTS LIST

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

Subcontractor Name: _____ **Location:** _____

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

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

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

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

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

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

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

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

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

- The Contractor has complied with the Tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active Tuberculosis, as that term is defined in Education Code Section 451221.1. A complete and accurate list of Contractor's employees and of all of its subcontractor' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

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

Date: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

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

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

Consultant may provide the following general Services:

Clark Magnet High School – CTE Project

Perform Testing & Inspection Services for the Construction of new CTE Building Project.

Per California Testing & Inspections Proposal, see "Attachment"

- | | |
|---|-------------|
| • Grading Observations and Testing Estimate | \$18,075.00 |
| • Special Inspection | \$66,260.00 |
| • Materials Testing | \$ 7,920.00 |
| • Materials Engineering Services Estimate | \$ 9,990.00 |

Total Not-To-Exceed Amount **\$102,245.00**

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Approval of Services Agreement Between Glendale Unified School District and The Stepping Stones Group LLC**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and The Stepping Stones Group LLC for providing contracted psychologists, speech therapists and special education teachers not to exceed \$150,000 for the remainder of the 2020-2021 school year.

The Stepping Stones Group LLC is an agency that provides contracted psychologists, speech therapists and special education teachers to meet the needs of students. It is estimated that \$150,000 will be needed to pay for services for the remainder of 2020-2021 school year. Special education resources will be used to pay for these services.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 14th day of January, 2021 by and between the Glendale Unified School District, (“District”) and The Stepping Stones Group LLC a corporation, whose place of business is Boston, MA [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 January 1, 2021 and will diligently perform as required and complete performance by June 30, 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 not to exceed (NTE) One hundred fifty thousand dollars (\$ 150,000.00) 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, customer list, personal information, financial information, sales, and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph does not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; 3) is received from, or was made available to, a third party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its consent to such disclosure.

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Arik Panossian

Contractor:

The Stepping Stones Group LLC
184 High Street, 5th Floor
Boston, MA 02110
ATTN: Lindsay Alarid

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 Stepping Stones Group LLC

By: _____ Senior Vice President, Product Integration
Signature _____ Title: _____
Mark Norris _____ Dated: _____, 2021
Print Name _____

By: _____ Western President
Signature _____ Title: _____
Sara Palmer _____ Dated: _____, 2021
Print Name _____

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

Information regarding Contractor:

License No.: _____
Address: 184 High Street, 5th Floor
Boston, MA 02110
Telephone: (888)835-0894 Ext. 125
Facsimile: (949)258-5296
E-Mail: llndsaya@thestepingstonesgroup.com

26-0852181:
Employer Identification and/or
Social Security Number

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

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

Glendale Unified School District

By: _____ Date: _____

Print Name: 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:

Consultant, as needed, to provide nursing, speech, diagnostic ASL services, occupational and physical therapy, student support, individual psychological assessments and IEP services to Special Education students.

Rates:

ASL Interpreter - \$60/hour

Speech Language Pathologist \$85 – \$90 per hour (TBD)

Occupational Therapist \$85 – \$90 per hour (TBD)

Physical Therapist \$85 – \$90 per hour (TBD)

School Psychologist PPS \$85 – \$90 per hour (TBD)

Special Education Teachers & Resource Specialists \$65 – \$80 per hour (TBD)

LVN \$45 – 55 per hour (TBD)

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Contractor: The Stepping Stones Group LLC

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Contractor or Company: The Stepping Stones Group LLC

Representative's Name and Title: _____

Signature: _____

EXHIBIT "C"

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

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of The Stepping Stones Group LLC, the party making the foregoing bid.

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

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

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

Signature

Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

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

Date: _____
Name of Contractor: _____
Signature: _____
Print Name and Title: _____

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

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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. 14, January 19, 2021

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

BOARD OF EDUCATION MEETING NO. 14
UNADOPTED MINUTES
REGULAR MEETING, January 19, 2021

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Dr. Armina Gharpetian, president of the Board of Education, at 5:05 p.m., on Tuesday, January 19, 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, Ms. Nayiri Nahabedian, Mr. Shant Sahakian, and Dr. Armina Gharpetian. Mr. Krikorian was not available for roll call; he arrived at 5:45 p.m.

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

PLEDGE OF ALLEGIANCE

Zachary West, a student in the F.A.C.T.S. program, led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

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

APPROVAL OF AGENDA ORDER

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

RECOGNITION

1. School Board Recognition Month

The governing board of California's more than 1,000 school districts and county offices of education are being recognized for their commitment to providing quality public education to California's school children. Dr. Vivian Ekchian, on behalf of the GUSD, honored our Board members for their outstanding support of our district and their contributions to education.

PRESENTATIONS

MINUTES: January 19, 2021 – Regular Board Meeting

1. Visual and Performing Arts (VAPA) Shines

Ms. Valerie Sutphin, teacher, presented an overview of the Visual Arts Program at Wilson Middle School featuring Distance Learning and In-Class art assignments.

2. International Day of Acceptance

The College View School community announced they would be observing the International Day of Acceptance, for the fourth year in a row, on Wednesday, January 20, 2021, at 1:20 p.m. The event is going virtual this year and hopes to again break previous records for participation. All of GUSD is invited to wear giraffe socks and join the Zoom to help celebrate people with disabilities.

Join Zoom Meeting

<https://glendaleusd.zoom.us/j/85662312265?pwd=cHpXVzYrSFJoUDFibTZMdVNSS1N0QT09>

Meeting ID: 856 6231 2265

Passcode: 837087

STUDENT BOARD MEMBER REPORT

1. Student Board Member Kayla Rodriguez reported on activities and events happening at the schools around the district. All high schools are selling cap and gowns and schools are celebrating Spirit Week. She thanked the district for everything they are doing for students. To the teachers, she said students are having mixed emotions. She asked teachers to ask their students, maybe twice a week, how they are doing. In her classes, they still do circles in which they can talk about their feelings. She finds this beneficial. Using Zoom every day is affecting students. It is too excessive. Teachers should use their time very wisely, talk to students, and engage with them. She wished everyone a Happy New Year.

PUBLIC COMMUNICATIONS

1. Taline Arsenian, GTA president, thanked the Board of Education as we celebrate School Board Recognition Month. On behalf of the members of GTA, she honored the legacy of Dr. Martin Luther King, Jr. He has been a role model for many. He was able to organize and mobilize an entire movement for civil rights. We must continue to spread his message. Parents, please have conversations with your student about Dr. King and racial/social justice issues. We must fight for equal rights for all. He is one of her heroes. Concerning Cloud Computing and Computer Science Academy, GTA submitted to GUSD Demand to Bargain requests to negotiate impacts and effects of implementing this program on its members. Today, this item is being presented to the Board for information without a discussion at the bargaining table. GTA has continued to be excluded and ignored. She is requesting again that they have an opportunity to negotiate this topic.

PUBLIC COMMUNICATIONS (Continued)

MINUTES: January 19, 2021 – Regular Board Meeting

2. Joseph Benkovich, a representative of the Social Studies Department at GHS, expressed his concerns regarding the proposed Cloud Computing and Computer Science Academy. He asked the Board to slow down and include Glendale teachers in the planning process. Instructors from GCC are not included in district teacher workshops and PLCs. He asked would the curriculum in history courses match the state required standards. Will the FAIR Act be adequately addressed in GCC history courses? Will the A-G requirements be adequately addressed? Will Advanced Placement course be negatively impacted by the CCCSA? There are other concerns they have in the history department. He supports opportunities and choices for students, but he and others have concerns about this program.

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. Threat to Public Services or Facilities (Government Code Section §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent
3. Conference with Legal Counsel-Existing litigations pursuant to Government Code Code §54956.9 (d)(1)
Case No. LA-CO-1800-E
Case No. LA-CE-6595-E
Case No. LASC19STCV42371
Case No. 20-CV-5878(CM)
Claim No. 013-000273

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 7:30 p.m. No action was taken during Closed Session.

SUPERINTENDENT'S UPDATE

1. COVID-19 Safety Update

Presentation included the following: Pausing in-person student activities January 19-29; Voluntary COVID testing for GUSD employees January 28 and 29; 2021 CIF SS Fall Sports Championships canceled; COVID-19 vaccination rollout; Health check app; Air and surface sanitization; Return to School Committee; and CAASPP testing update.

SUPERINTENDENT'S UPDATE (Continued)

MINUTES: January 19, 2021 – Regular Board Meeting

2. Service Projects in Honor of Dr. Martin Luther King, Jr.

Beginning on Dr. Martin Luther King Day and extending throughout February in honor of Black History Month, each Glendale Unified school will participate in projects to support their communities. Highlights this week: Clark Magnet High School-*I Have a Dream* Video; Crescenta Valley High School Kindness Videos; and Mountain Avenue Elementary Postcard Kindness Project.

INFORMATION

1. Budget Update
2. Cloud Computing and Computer Science Academy Proposal
3. Teaching Tolerance Social Justice Standards
4. Title I, Part A Comparability
5. Proposed Revisions to Board Policies Relating to Students, Instructions and Bylaws of the Board
6. Update on Measure S and Facility Programs
7. Acknowledgements of Service

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

ACTION REPORTS

1. Approval of Change Order No. 1 to Bid No. 203-20/21 with Red Hawk Services, Inc. for Tennis Court Fencing and Rails Project at Glendale High School and Notice of Completion

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

2. Approval of Amendment No. 1 to Independent Consultant Agreement No. 491 with PlaceWorks for CEQA Consulting Services for the Potential Crescenta Valley High School Field Improvements Project

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

ACTION REPORTS (Continued)

MINUTES: January 19, 2021 – Regular Board Meeting

3. Approval of Project Authorization No. 024 with tBP Architecture for Architectural Services at the Monte Vista Elementary School New Building Project

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

4. Approval of Istation Reading Program for FLAG Spanish Elementary Classes for 2021-23

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

5. Resolution No. 7 - Approval of Amended Agreement for Contract No. CCTR—0093 with the California Department of Education, Child Development Division, for the Glendale Unified School District for the 2020-2021 school year.

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

6. Resolution No. 8 - Approval of Amended Agreement for Contract No. CSPP—0203 with the California Department of Education, Child Development Division, for the Glendale Unified School District for the 2020-2021 school year.

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

7. Approval to Rename the John Wayne Performing Arts Center at Glendale High School

It was moved by Ms. Nahabedian and seconded by Mr. Sahakian to approve Action Report No. 7, as recommended. Motion approved by the following vote: AYES— Freemon, Krikorian, Nahabedian, Sahakian, and Gharpetian.

8. Approval of Contract with Maxim Healthcare Services for Nursing Related Services required for COVID-19 and Return to School Planning during the 2020-2021 School Year

It was moved by Mrs. Freemon and seconded by Mr. Krikorian to approve Action Report No. 8, as recommended. Motion approved by the following vote: AYES— Freemon, Krikorian, Nahabedian, Sahakian, and Gharpetian.

CONSENT CALENDAR

1. Minutes

MINUTES: January 19, 2021 – Regular Board Meeting

- a. Regular Meeting No. 12, December 15, 2020
- b. Special Meeting No. 13, January 4, 2021
2. Certificated Personnel Report No. 9
3. Classified Personnel Report No. 9
4. Warrants totaling \$22,288,513.57 for November 1, 2020 through December 10, 2020
5. Purchase Orders totaling \$2,087,938.27 for the period of December 7, 2020 through January 8, 2021
6. Appropriation Transfer and Budget Revision Report
7. Transfer of Cash Balance from the County Schools Facilities Fund (35.0) to the Measure S Projects Fund (21.1)
8. Termination of Contract with Rachlin Partners for Architectural Services at the Monte Vista Elementary School New Building Project
9. Approval of Deferred Maintenance Projects for 2021
10. Authorization to Dispose of Surplus Property
11. Consideration of Damage Claim
12. Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation
13. Approval of Services Agreement Between Glendale Unified School District and California Respite Care, Inc.
14. Acceptance of California Partnership Academies Grants
15. Approval of New Course of Study Outlines for Use in High Schools in the Area of Science
16. Approval of New and Revised Course of Study Outlines for Use in High Schools in the Area of Career Technical Education
17. Approval of Revisions to Board Policies Relating to Personnel and Instruction
18. Acceptance of DonorsChoose Award

CONSENT CALENDAR (Continued)

19. Agreement with Fitbit to Provide Health and Wellness Services to GUSD Employees

MINUTES: January 19, 2021 – Regular Board Meeting

20. Acceptance of Gifts

It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to approve the Consent Calendar, as presented. Motion approved unanimously. AYES—Freemon, Krikorian, Nahabedian, Sahakian, and Gharpetian.

REPORTS FROM THE BOARD

Mr. Krikorian shared photos of his visits to schools in Armenia. He and others are working to provide educational resources and services for students from Artsakh. To learn more about their mission, visit HyeHopes.org. Many of our teachers are volunteering their time to teach the students, as Armenia is very fragile right now.

Mrs. Freemon is pleased with the work our staff is doing on Black History Month. We have taken it to the next level of engagement. She would like more information shared at next month's Board meeting. The legacy of Martin Luther King, Jr. is both racial justice and economic justice. He said, "The rich nations must use their vast resources of wealth to develop the underdeveloped, school the unschooled, and feed the unfed. Ultimately, a great nation is a compassionate nation. No individual or nation can be great if it does not have a concern for the least of these." During these challenging times, there is that piece that our social justice and economic justice do go hand and hand. For us as a school board, we need to stay focus on the work of equity and social justice and that it is reflected in our programs. We voted today to rename the John Wayne Center. We are a community that believes in social justice and equity.

Mr. Sahakian wished everyone a happy 2021. He spoke about what happened at the United States Capitol on January 6, 2021. He thanked our teachers for making it a learning opportunity and for supporting our students in processing what happened. He is hoping that we can find some common grounds moving forward.

Ms. Nahabedian appreciates what staff has been doing in putting forth the dream of Culturally Relevant and Responsive Education. We are making a diligent and sustained effort in dealing with implicit bias. This week, she is reminded of what Dr. King said, "In a real sense all life is inter-related. All men are caught in an inescapable network of mutuality, tied in a single garment of destiny. Whatever affects one directly, affects all indirectly. I can never be what I ought to be until you are what you ought to be, and you can never be what you ought to be until I am what I ought to be...this is the inter-related structure of reality." This is the truth and it is difficult to be mindful of this all the time. Be patient with others and ourselves.

REPORTS FROM THE BOARD (Continued)

Dr. Gharpetian welcomed our GUSD families back to a new year. She sees a light at the end of the tunnel. Concerning the "in-person pause" we have in place until February 1, 2021, this decision was not made lightly. We followed the strong

MINUTES: January 19, 2021 – Regular Board Meeting

recommendation from the Public Health Department in order to keep our community safe. She announced this Thursday is the Poetry Out Loud contest; January 26 is a LCAP Town Hall meeting; February 19 is our Middle School Leadership Conference hosted by our Student Advisory Council; and February 23 is our Student Voice Panel. We have six months left of school. She asked that our parents join their PTAs. Today, Clark Magnet High School students expressed their “dream” in a video honoring the legacy of Dr. Martin Luther King. Her dream is that no child witness war or violence in his/her lifetime. In honor of Dr. Martin Luther King, she will adjourn the meeting with this quote, “Life’s most persistent and urgent question is: What are you doing for others?”

REPORTS FROM THE SUPERINTENDENT

Dr. Ekchian thanked the community, our educators, and classified staff for the work that they do for our students during the pandemic. She also thanked the Board of Education for the support they offer. We are making history at GUSD by really looking at equity through a different lens. It takes a lot of courage to begin the conversation. We are accountable to one another for everything that happens to our youth.

ADJOURNMENT

There being no further business, President Gharpetian adjourned the meeting at 10:30 p.m.

Dr. Armina Gharpetian
President, Board of Education

Nayiri Nahabedian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, January 19, 2021

Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent

Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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. 10

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.	Dashdemirians, Christine Teacher, Regular 1 st Grade Balboa Elementary	5/17/21 through 6/11/21
2.	Hanes, Sara Language, Speech & Hearing Specialist Special Education	4/04/21 through 6/20/21
3.	Kazanjian, Nina Psychologist Special Education	2/19/21 through 4/29/21
4.	Spain, Julia Teacher, Regular 1 st Grade Cerritos Elementary	6/15/21 through 7/26/21

Change of Maternity Leave of Absence

1.	Giatti, Susan Teacher, Regular Math Wilson Middle School	4/26/21 through 6/11/21
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Maternity Leave of Absence</u>		
1.	Tarverdians, Christina Teacher, Regular Kindergarten La Crescenta Elementary	11/13/20 through 4/20/21
<u>Health Leave of Absence</u>		
1.	Avetyan, Zhenik Teacher, Regular Chemistry Hoover High School	1/18/21 through 3/26/21
2.	Moine-Webster, Catherine Teacher, Regular 2 nd Grade – FLAG Franklin Elementary	1/07/21 through 1/24/21
<u>Family & Medical Leave of Absence</u>		
1.	Avetyan, Zhenik Teacher, Regular Chemistry Hoover High School	1/18/21 through 3/26/21
2.	Dashdemirians, Christine Teacher, Regular 1 st Grade Balboa Elementary	5/17/21 through 6/11/21
3.	Hanes, Sara Language, Speech & Hearing Specialist Special Education	4/04/21 through 6/20/21
4.	Kazanjian, Nina Psychologist Special Education	2/19/21 through 4/29/21
<u>Change of Family & Medical Leave of Absence</u>		
1.	Giatti, Susan Teacher, Regular Math Wilson Middle School	4/26/21 through 6/11/21

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Family & Medical Leave of Absence</u>		
1.	Tarverdians, Christina Teacher, Regular Kindergarten La Crescenta Elementary	11/13/20 through 3/05/21
<u>Additional Assignment</u>		
1.	Haddadian, Fimi School Psychologist, as needed, to work for Special Education	1/07/21 through 6/30/21 Daily rate of pay Not to exceed 9 days total Special Education Support Services 01.0 65000.0 50011 31200 1233 0000600
<u>Change of Management Position</u>		
1.	#38520 TO: Principal, College View	Effective 2/03/21 225 days
<u>Election</u>		
1.	Azizian, Marian Teacher, Temp Contract Clark Magnet High School	1/07/21 through 6/11/21
2.	Castro, Roxana Teacher, Temp Contract Franklin Elementary School	1/07/21 through 6/11/21

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
1.	Allen, Jonathan Beerman, Kathleen Beerman, Raymond Besoli, Amy Blackwood, Vanessa Choi, Joyce Der Mesropian, Sandra Engen, Christina Evans, Robert Flower, Michael Furutani, Derrel Gregorian, Arin Hall, Gavin Harris, Alicia Hart, Omar Johnson, Richard Levering, Samuel Manukyan, Christina Markarian, Kathryn McLeod, Amber Merlo, Reid Mucic, Jennifer Neat, Gregory Ngai, Ricky Orchid, Darren Patton, Julie Platt, David Sakonju, Jan Tanahian, Edit Tuason, Orenda Waters, Jennifer	Teachers, as needed, to prepare students for the Advanced Placement Examinations Crescenta Valley High School	1/20/21 through 6/01/21 \$34.00 per hour Not to exceed 255 hours total Supplemental Program 01.0 01000.0 11100 10000 1130 0100000
2.	Daylami, Tahereh Dishchekenian, Angela	Retired/Substitute Teachers, as needed, to provide ELA and Math intervention for students Roosevelt Middle School	1/20/21 through 5/28/21 \$34.00 per hour Not to exceed 268 hours total Title I – Alternative Support 01.0 30100.0 11100 10000 1130 0500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
3.	Bedrousi, Soseh (GHS) Myles, Robbie (HHS) Schick, Matthew (CVHS) Winder, Talisen (Keppel) Zierhut, Joan (Keppel)	Teachers, as needed, to participate on the Arts Advisory Council Teaching & Learning
		1/01/21 through 6/30/21 Extra hourly rate of pay Not to exceed 20 hours 01.0 07405.0 11100 10000 1130 0000618
4.	Galvez-Grado, Sylvia Ramirez, Christine Torabyan, Hermine Urban, Wendy	Teachers, as needed, to attend after school meetings to complete PBIS planning and preparation for the 2020-2021 school year Cerritos Elementary
		1/01/21 through 6/30/21 \$31.00 per hour Not to exceed 12 hours each 01.0 00000.0 00000 21010 1130 0000618
5.	<u>Cerritos Elementary</u> Kneisel, Josephine <u>Edison Elementary</u> Bergman, Anya Montes, Karen Ojeda, Marisol Rios, Wendy (TS) <u>Franklin Elementary</u> Castro, Roxana <u>Fremont Elementary</u> Funk, Josephine (sub) Thingvold, Claire <u>Glenoaks Elementary</u> Junge, Jennifer Martirosyan, Anna (SPED)	Teachers, Teacher Specialists, Special Education Substitute Teachers, as needed, to attend CABE Racial Equity Series-Winter 2021
		2/04/21, 2/11/21 & 2/18/21 \$31.00 per hour for attending workshop Not to exceed \$6,000.00 total Title II – SEI 01.0 40352.0 11100 10000 5220 0000673

Position

Election Hourly/Daily (Cont.)

5. Roberts, Stella
Skywalker, Molly (SPED)
Soo-Parker, Alice
Teoh, Lean

Keppel Elementary

Lee, So Young
You, Esther

Lincoln Elementary

Wathen, Youngmi

Mountain Avenue

Aldaco, Ruby
Lee, Michelle
Lescher, Whitney

Verdugo Woodlands

Galaz, Sheila
Miketta, Lynette
Tanabe, Saki

R.D. White

Armen, Karine
Stupakis, Frances

Roosevelt Middle School

Arjoyan, Anita
Dall, Jennifer (SPED)
Gang, Mark (TS)
Garcia, Sandra
Gonzalez, Elwing
Suhr, Ashley

Toll Middle School

Bryan, Marie

Wilson Middle School

Simonyan, Hasmik (TS)

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
9.	Extra-Curricular Assignments	First Semester 2020-2021
	<u>DUNSMORE ELEMENTARY</u>	
	Garabedian, Ovsanna Student Council Advisor	
	<u>VERDUGO WOODLANDS ELEMENTARY</u>	
	Moreno, Heidi Invention Convention	
10.	Allen, Jon Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
11.	Batra, Monika Teacher, Regular Science Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
12.	Beard, David Teacher, Regular Homework Lab Roosevelt Middle School	1/07/21 through 6/10/21 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 0500000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
13.	Besoli, Amy Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
14.	Bishop, Joshua Teacher, Regular Tech Literacy Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
15.	Black, David Teacher, Regular Engineering Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
16.	Blackwood, Vanessa Teacher, Regular World Languages Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
17.	Blattner, Charles Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
18.	Browne, Nicole	Teacher, Regular Science Toll Middle School	1/07/21 through 6/10/21 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 0700000
19.	Castaldo, Carmine	Academic Counselor to facilitate and support Youth Mentorship Program for secondary refugee students with same age group English Language Learners at Wilson Middle School	2/02/21 through 5/31/21 \$250.00 per day Not to exceed \$3,785.00 CALNEW 01.0 78102.0 00000 31100 1232 0000673
20.	Cerda, Humberto	Teacher, Regular Physical Education Roosevelt Middle School	1/07/21 through 6/10/21 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 0500000
21.	Day-Blattner, Alex	Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
22.	Der Gevorkian, Narbeh	Teacher, Regular TUPE Clark Magnet High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 66904.0 11100 10000 1110 0000682

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
23.	Drew, William	Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
24.	Engen, Christina	Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
25.	Evans, Robert	Teacher, Regular English Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
26.	Evans-Bye, Dominique	Teacher, Regular Biology Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
27.	Fishback, Cassandra	Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
28.	Fite, Karissa	Teacher, Regular English Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
29.	Flower, Michael	Teacher, Regular VAPA Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
30.	Freemon, Allen	Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
31.	Ghavam, Amir	Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
32.	Gregorian, Arin	Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
33.	Gruss, Gerald Teacher, Regular Physics Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
34.	Hall, Gavin Teacher, Regular Social Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
35.	Hart, Omar Teacher, Regular Social Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
36.	Isayan, Sevada Teacher, Temp Contract Tech Lit Clark Magnet High School	1/07/21 through 3/12/21 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 0900000
37.	Karibyan, Yana Teacher, Regular Physical Education Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
38.	Keshishian, Nareg Teacher, Regular Social Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
39.	Khodagulyan, Armond Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
40.	Kim, Peter Teacher, Regular Physical Education Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
41.	Lockhart, Anthony Teacher, Probationary, 1 st year Tech Lit Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
42.	Merlo, Reid Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
43.	Mikaelian, Ani Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
44.	Mikaelian, Armineh Teacher, Regular Math Clark Magnet High School	8/19/20 through 12/17/20 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 0900000
45.	Minassian, Zovig Teacher, Regular Biology Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
46.	Platt, David Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
47.	Pogroszewski, Denise Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
48.	Pozo-Jones, Nancy Prep time for teachers to provide extra academic support and intervention in Reading at Columbus Elementary	10/01/20 through 6/11/21 \$31.00 per hour Not to exceed \$1,000.00 Elementary Intervention 01.0 02000.0 11304 10000 1130 2300000
49.	Pozo-Jones, Nancy Teacher to provide extra academic support and intervention in Reading at Columbus Elementary	10/01/20 through 6/11/21 \$34.00 per hour Not to exceed \$3,200.00 Title I 01.0 30100.0 11100 10000 1130 2300865
50.	Pruitt, Conrad Teacher, Regular English Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
51.	Rodriguez, Corina Teacher, Regular Dance Roosevelt Middle School	1/07/21 through 6/10/21 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 0500000
52.	Saw, Win Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
53.	Schilling, Paul	Teacher, Regular English Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
54.	Sheridan, Paul	Teacher, Regular Math Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
55.	Simonyan, Hasmik	Teacher Specialist to facilitate and support Youth Mentorship Program for secondary refugee students with same age group English Language Learners at Wilson Middle School	2/02/21 through 5/31/21 \$31.00 per hour for planning \$34.00 per hour for student work Not to exceed \$3,785.00 CAL NEW 01.0 78102.0 11100 10000 1130 0000673
56.	Smith, Herb	Teacher, Regular Graphic Arts Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
57.	Song, Tina Teacher, as needed, to assist in contacting parents in home language regarding student achievement and/or well-being Crescenta Valley HS	12/18/20 through 6/11/21 \$31.00 per hour Not to exceed 10 hours total Supplemental Program 01.0 01000.0 11100 10000 1130 0100000
58.	Song, Tina Teacher, Regular World Languages Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
59.	Sparks, Ashley Prep time for teachers to provide extra academic support and intervention in Math at Columbus Elementary	10/01/20 through 6/11/21 \$31.00 per hour Not to exceed \$1,500.00 Elementary Intervention 01.0 02000.0 11304 10000 1130 2300000
60.	Sparks, Ashley Teacher to provide extra academic support and intervention in Math at Columbus Elementary	10/01/20 through 6/11/21 \$34.00 per hour Not to exceed \$4,300.00 Title I 01.0 30100.0 11100 10000 1130 2300865
61.	Spink, Anne Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
62.	Taix, Martin	Teacher, Regular Special Education Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
63.	Tuason, Orenda	Teacher, Regular Science Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
64.	Vardanyan, Armine	Teacher, Regular World History/US History Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
65.	Waters, Jennifer	Teacher, Regular English Crescenta Valley High School	1/07/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 1000 1110 0100000
66.	Woods, Geoffrey	Teacher, Regular Math Clark Magnet High School	1/07/21 through 6/11/21 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 0900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
67.	Yahiayan, Hrant A. Teacher, Regular Chemistry Clark Magnet High School	1/07/21 through 6/11/21 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 0900000
68.	Zamlich, Gregory Teacher, Regular Tech Lit Clark Magnet High School	1/07/21 through 6/11/21 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 0900000

Additional Compensation

- The following teacher specialist qualifies to receive the Doctoral Degree stipend of \$100.00 per month effective 8/07/17:

Hong, Nancy Educational Services

Revision to Previous Personnel Report

- Revision to Board Report No. 7, November 17, 2020

Page 11, Item 7

Clark-Reed, Shannon	Teacher, as needed, to prepare online learning instructional materials to prepare teachers for extended learning during the COVID-19 Distance Learning Glendale High School	10/01/20 through 6/30/21 \$31.00 per hour Not to exceed 60 hours total Title I 01.0 30100.0 11100 10000 1130 0200000
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Change to read:

Not to exceed 120 hours total

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement</u>		
1.	Benali, Clara Consultants, as needed, to provide virtual assistance and language support to the Italian Dual Language Program at Franklin Magnet Elementary	1/07/21 through 6/10/21 Not to exceed the sum of \$9,084.00 total General Fund Donation Account 01.0 95100.0 11100 10000 5811 2700000
2.	Jung, Daeun Consultant, as needed, to provide traditional Korean Nanta drum lessons to FLAG students at Monte Vista and Keppel ES	1/20/21 through 6/09/21 Not to exceed \$960.00 total Monte Vista Korean Donation 01.0 94374.0 11100 10000 5811 0000611 - \$480.00 Keppel Korean Donation 01.0 94376.0 11100 10000 5811 0000611 - \$480.00

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CLASSIFIED PERSONNEL REPORT NO. 10

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. 10

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

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Medical Leave of Absence</u>		
1. <u>Cafeteria Worker I</u> Grigoryan, Lusik	Valley View	01/18/21 through 02/18/21
2. <u>Education Assistant I</u> Carias, Ana	Pacific/Edison	01/11/21 through 02/26/21
<u>Election from Eligibility List</u>		
1. <u>Account Clerk II</u> Chao, Victoria	Financial Services	02/08/21; 12/8; 17-1 01.0 00000.0 00000 72007 2410 0000669
2. <u>Typist Clerk II</u> Rhee, Marianne	Crescenta Valley	02/01/21; 12/8; 12-7 01.0 00000.0 00000 27004 2410 0100000

	Location	Effective Dates, Months/Hours, and Salary Rating_____
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Multimedia Technology Assistant</u> Chwierut, Crystal	Glenoaks	08/13/20 through 06/19/21 Not to exceed \$1,000.00 total 01.0 01000.0 11100 10000 2930 2900000

Change of Assignment

1. Change of Location

a. <u>Custodian I</u> Richmond, Walton	Lincoln From La Crescenta/ Valley View	01/27/20 (Nights) 01.0 00000.0 00000 81006 2211 3300000
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2. Increase in Months

a. <u>Typist Clerk III</u> Pedrossian, Anahid	Hoover From 11/8	01/04/21; 12/8 01.0 00000.0 00000 31101 2410 0300000
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	Location	Effective Dates, Months/Hours, and Salary Rating_____
<u>Revisions to Previous Board Reports</u>		
1. <u>Revision to Personnel Report # 6, November 2, 2020</u>		
<u>Page 16, Item 9</u>		
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
<u>Elementary Yard Duty Leader</u>		
Camarena, Robert	Mann	09/30/20 through 06/11/21 Not to exceed \$2,000.00 total Supplemental 01.0 01000.0 11100 10000 2930 2300000
<u>Change account number to read:</u>		01.0 01000.0 11100 10000 2930 3500000

Effective Dates,
Months/Hours, and
Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

2. Revision to Board Report #6, November 2, 2020

Page 16, Item 11

Additional Assignment Temporary - At Established Rate of Pay

Multimedia Technology Assistant

De Torres, Ebner Mann

09/30/20 through 06/11/21
Not to exceed \$2,000.00 total
Supplemental
01.0 01000.0 11100 10000 2930 2300000

Change account number to read:

01.0 01000.0 11100 10000 2930 3500000

Effective Dates,
Months/Hours, and
Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

3. Revision to Board Report #6, November 2, 2020

Page 16, Item 10

Additional Assignment Temporary - At Established Rate of Pay

Library Assistant

Alparaz, Remigia

Columbus

10/01/20 through 06/11/21

Not to exceed \$1,500.00 total

Supplemental

01.0 01000.0 11100 10000 2930 2300000

Change amount to read:

Not to exceed \$1,600.00 total

Effective Dates,
Months/Hours, and
Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

4. Revision to Board Report # 6, November 2, 2020

Page 17, Item 11

Additional Assignment Temporary - At Established Rate of Pay

Multimedia Technology Assistant

Lalazaryan, Armine Columbus

10/01/20 through 06/11/21
Not to exceed \$1,500.00 total
Supplemental
01.0 01000.0 11100 10000 2930 2300000

Change amount to read:

Not to exceed \$1,600.00 total

Effective Dates,
 Months/Hours, and
 Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

5. Revision to Board Report #6, November 2, 2020

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Election of Classified Hourly Substitutes through 06/30/21

Abgaryan, Sona	Columbus	10/01/20 through 06/11/21
Aikob, Natasha		Not to exceed \$1,500.00 total
Al Kadhimi, Fatimah		Supplemental
Dilanchian, Goharic		01.0 01000.0 11100 10000 2930 2300000
Fernandez-Garcia, Yamilka		
Ghougassian-Borshad, Maryam		

Change amount to read:

Not to exceed \$1,600 total

Effective Dates,
Months/Hours, and
Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

6. Revision to Board Report # 6, November 2, 2020

Page 18, Item 5b

Provisional Assignments

Lead Custodian

Cabrera, Walter

Crescenta Valley
From Custodian I,
11-5

07/01/20 through 12/31/20
8 hours a day
20-2
01.0 00000.0 00000 81006 2211 0100000

Change dates to read:

07/01/20 through 06/01/21

Effective Dates,
Months/Hours, and
Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

7. Revision to Board Report #7, November 17, 2020

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Election of Classified Hourly Substitutes through 06/30/21

Gonzalez Laura	Mann	09/30/20 through 06/11/21 Not to exceed \$2,000.00 Supplemental 01.0 01000.0 11100 10000 2930 2300000
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<u>Change account number to read:</u>	01.0 01000.0 11100 10000 2930 3500000
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Effective Dates,
 Months/Hours, and
 Salary Rating_____

Location
Revisions to Previous Board Reports - Continued

8. Revision to Board Report #2, August 11, 2020

Page 17, Item 1c

Provisional Assignments

Custodial Supervisor

Enciso, Ceaser	Crescenta Valley From Lead Custodian 20-9	03/19/20 through 07/21/20 (day) 8 hours a day 25-8 01.0 00000.0 00000 81006 2211 0100000
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Change dates to read: 03/19/20 through 06/01/21

Election of Classified Hourly Substitutes through 06/30/21

Wallasch, Brooke		01/01/21 through 06/30/21
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Luna, Martha	Edison	01/11/21 through 06/11/21 Not to exceed 60 hours total Supplemental 01.0 01000.0 11100 10000 2930 2500000
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GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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 January 13, 2021 – January 27, 2021 as shown below totaling \$1,336,038.34, be approved. Funding for Form "A" Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, and 25.0 Capital Facilities Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
011-C	6827362 - 6827362	Certificated	\$ 1,766.00
011-N	6827363 - 6827363	Classified	937.53
013-N	6828391 - 6828394	Classified	4,402.82
015-C	6829647 - 6829647	Certificated	1,071.66
015-N	6829648 - 6829652	Classified	9,171.32
019-C	6829903 - 6829903	Certificated	7,911.49
019-N	6829904 - 6829904	Classified	3,266.81
E4M-N	6830640 - 6830726	Classified	1,294,319.27
020-N	6831727 - 6831730	Classified	2,786.89
022-N	6834116 - 6834117	Classified	7,408.48
026-N	6834220 - 6834220	Classified	2,996.07
TOTAL			\$ <u>1,336,038.34</u>

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

GLENDALE UNIFIED SCHOOL DISTRICT

FEBRUARY 2, 2021

CONSENT CALENDAR NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekhian, 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 \$811,191.96 for the period of January 11, 2021 to January 22, 2021 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JANUARY 11, 2021 THROUGH JANUARY 22, 2021

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	76	152,933.35
FEDERAL RESTRICTED RESOURCES	27	307,832.73
STATE RESTRICTED RESOURCES	15	52,888.50
LOCAL RESTRICTED RESOURCES	36	43,460.17
CHILD DEVELOPMENT FUND	2	295.49
FOOD SERVICES FUND	1	354.56
MEASURE S PROJECTS FUND	14	253,427.16
TOTAL	171	\$811,191.96

In support of Board Priority #4 – Maintain District Solvency & Financial Responsibility – Manage district financial resources and facilities to support optimal learning, healthy working conditions, and strong enrollment to ensure long-term stability.

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
0021003709	PRO STUDIO SUPPLY INC.	674.65
0021003710	LAGUNA CLAY CO	265.97
0021003711	THE HOME DEPOT PRO (SUPPLYWORKS)	175.22
0021003715	PACIFIC RADIO ELECTRONICS	69.95
0021003717	JIM'S MUSICAL INSTRUMENT REPAIR BLANKET PURCHASE ORDER FOR MUSICAL INSTRUMENT REPAIRS - EDUCATIONAL SERVICES	2,500.00
0021003719	OFFICE DEPOT	300.00
0021003725	AMAZON CAPITAL SERVICES, INC. OFFICE EQUIPMENT - BALBOA ELEMENTARY SCHOOL	228.17
0021003726	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - BALBOA ELEMENTARY SCHOOL	48.49
0021003728	TALIA GUIRAGOSSIAN	204.00
0021003732	THE HOME DEPOT PRO (SUPPLYWORKS)	330.81
0021003733	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - MARSHALL ELEMENTARY SCHOOL	154.31
0021003742	SCHOOL EMPLOYERS ASSOCIATION CONFERENCE EXPENSES - HUMAN RESOURCES	1,150.00
0021003744	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SCHOOLISM.COM - ONLINE SUBSCRIPTION - CLARK MAGNET HIGH SCHOOL	198.00
0021003746	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SCHOOLISM.COM - ONLINE SUBSCRIPTION - HOOVER HIGH SCHOOL	198.00
0021003747	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SCHOOLISM.COM - ONLINE SUBSCRIPTION - HOOVER HIGH SCHOOL	198.00
0021003748	LABORLAWCENTER OFFICE SUPPLIES - HUMAN RESOURCES	1,329.56
0021003749	OFFICE DEPOT	463.05
0021003762	OFFICE DEPOT COMMUNICATION EQUIPMENT - ROOSEVELT MIDDLE	3,307.39
0021003763	KENS SPORTING GOODS PHYSICAL EDUCATION SUPPLY - ROOSEVELT MIDDLE	3,168.60
0021003764	NORBERTS ATHLETIC PRODUCTS, INC PHYSICAL EDUCATION EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	3,491.35

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021003766	AMAZON CAPITAL SERVICES, INC. PHYSICAL EDUCATION EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	761.67
0021003769	METZLER VIOLIN MUSIC INSTRUMENTS - WILSON MIDDLE SCHOOL	3,625.02
0021003770	METZLER VIOLIN INSTRUCTIONAL SUPPLIES - WILSON MIDDLE SCHOOL	3,396.27
0021003771	BERTRAND MUSIC ENTERPRISES INC MUSIC INSTRUMENTS - WILSON MIDDLE SCHOOL	6,178.43
0021003772	BERTRAND MUSIC ENTERPRISES INC INSTRUCTIONAL SUPPLIES - WILSON MIDDLE SCHOOL	5,298.60
0021003775	ORANGE COUNTY DEPT. OF EDUCATION	50.00
0021003777	DOCUMENT TRACKING SERVICES LLC SOFTWARE LICENSES - CATEGORICAL PROGRAMS	7,095.00
0021003782	PROFESSIONAL TURF SPECIALTIES INC GROUND IMPROVEMENT AT STENGEL FIELD - FACILITY & SUPPORT OPERATIONS	2,990.00
0021003787	SOUTHLAND DISPOSAL	800.75
0021003790	NICK'S NURSERY	25.18
0021003799	ACADEMIC HALLMARKS	100.00
0021003814	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA SOUTHERN CALIFORNIA SCHOOL BAND & ORCHESTRA ASSOCIATION - CONFERENCE EXPENSES - EDUCATIONAL SERVICES	205.32
0021003822	THE HOME DEPOT PRO (SUPPLYWORKS)	639.98
0021003824	COUNTY SANITATION DISTRICTS	48.49
0021003826	MAINTEX	514.30
0021003829	COOPERATIVE STRATEGIES, LLC PROFESSIONAL SERVICES - BUSINESS SERVICES	1,188.00
0021003830	ROTARY CLUB OF GLENDALE	100.00
0021003833	LEXLAND ENTERTAINMENT	178.20
0021003834	SCHOOL DATEBOOKS, INC	244.88
0021003835	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL MATERIALS - MANN ELEMENTARY SCHOOL	391.34
0021003836	AMAZON CAPITAL SERVICES, INC. AUDIOVISUAL SUPPLIES - TOLL MIDDLE SCHOOL	67.67
0021003837	CDW GOVERNMENT	52.25

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021003838	FOLLETT SCHOOL SOLUTIONS, INC. BOOKS - WILSON MIDDLE SCHOOL	1,192.00
0021003839	OFFICE DEPOT	308.69
0021003840	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - EDUCATIONAL SERVICES	312.32
0021003841	DORFMAN PRODUCTS	843.10
0021003843	THE HOME DEPOT PRO (SUPPLYWORKS)	329.65
0021003845	JOSTEN'S, INC. GRADUATION SUPPLIES - DAILY HIGH SCHOOL	2,190.85
0021003846	SUNPOWER CORPORATION SYSTEMS MAINTENANCE OF SOLAR PANELS AT VARIOUS SITES - FACILITY & SUPPORT OPERATIONS	21,393.31
0021003847	STATE OF CA DEPT OF INDUSTRIAL RELATIONS	350.00
0021003848	TEK TIME SYSTEMS, INC	97.07
0021003849	TRUSTED MESSENGER MARKETING ADVERTISING SERVICES - PUBLIC INFORMATION	1,000.00
0021003850	NOVA GRAPHIC SYSTEMS EQUIPMENT MAINTENANCE AGREEMENT - STUDENT SUPPORT SERVICES	1,800.00
0021003853	O.H. LYNN PRINTING	26.46
0021003855	O.H. LYNN PRINTING	297.68
0021003857	PITNEY BOWES INC. MAILING SUPPLIES FOR DISTRICTWIDE USE - FACILITY & SUPPORT OPERATIONS	30,000.00
0021003859	TREVOR BRENDEN TEAFATILLER PROVIDE TRANSLATION OF INSTRUCTIONAL MATERIALS TO GERMAN, BOARD APPROVED 12/15/2020 - EDUCATIONAL SERVICES	12,400.00
0021003860	NEWSELA, INC	825.00
0021003866	S.O.S. SURVIVAL PRODUCTS EMERGENCY SUPPLIES - STUDENT SUPPORT SERVICES	3,100.00
0021003867	BARNES & NOBLE	188.26
0021003869	HOME DEPOT CREDIT SERVICES	410.06
0021003871	SOUTHLAND DISPOSAL	644.50
0021003872	OUTLOOK NEWSPAPER ADVERTISING SERVICES - PUBLIC INFORMATION	2,175.00
0021003873	INFOSEND INC ADVERTISING SERVICES - PUBLIC INFORMATION	2,715.30
0021003880	OFFICE DEPOT	184.11

0021003881	OFFICE DEPOT	330.63
	UNRESTRICTED RESOURCES (CONTINUATION)	
PO NUMBER	VENDOR	AMOUNT
0021003883	ACITELLI, LUCIA PROVIDE RECORDED MUSIC VIDEOS TO BE ACCESSED BY STUDENTS DISTRICTWIDE FOR DISTANCE LEARNING, BOARD APPROVED 12/15./2020 - EDUCATIONAL SERVICES	1,600.00
0021003884	GILBERT, CATHERINE C. PROVIDE RECORDED THEATER VIDEOS TO BE ACCESSED BY STUDENTS DISTRICTWIDE FOR DISTANCE LEARNING, BOARD APPROVED 12/15./2020 - EDUCATIONAL SERVICES	1,600.00
0021003885	NEEL, CRISTINA	800.00
0021003886	NEEL, LINDA	800.00
0021003887	ZIERHUT, JOAN PROVIDE RECORDED VISUAL ARTS VIDEOS TO BE ACCESSED BY STUDENTS DISTRICTWIDE FOR DISTANCE LEARNING, BOARD APPROVED 12/15./2020 - EDUCATIONAL SERVICES	1,600.00
0021003889	ANN SIMON	200.00
0021003891	O.H. LYNN PRINTING	37.49
0021003892	BENNETT, PATRICIA PROVIDE TRANSLATION OF INSTRUCTIONAL MATERIALS TO SPANISH, BOARD APPROVED 1/19/2021 - EDUCATIONAL SERVICES	3,100.00
021001523A	AKA ENTERPRISE LLC CONDUCT E-CIGARETTE/VAPE PRESENTATIONS TO STAFF & STUDENTS AT ELEMENTARY & SECONDARY SCHOOLS - STUDENT SUPPORT SERVICES	6,900.00
		TOTAL -----
		152,158.35
	FEDERAL RESTRICTED RESOURCES	
0021003712	SCHOOL SPECIALTY BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	1,500.00
0021003713	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	3,500.00
0021003714	LAKESHORE LEARNING BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	2,000.00
0021003720	ABCYA.COM LLC	299.99

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021003721	IT CREATIONS COMPUTER EQUIPMENT - CLARK MAGNET HIGH SCHOOL	9,294.08
0021003722	CDW GOVERNMENT	587.20
0021003723	CDW GOVERNMENT COMPUTER EQUIPMENT - DUNSMORE ELEMENTARY SCHOOL	1,565.86
0021003734	WESTED	796.00
0021003736	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA MOVAVI.COM - SOFTWARE - WILSON MIDDLE SCHOOL	139.90
0021003738	JOURNEYED.COM INC	115.00
0021003740	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TEACH YOUR HEART OUT - CONFERENCE EXPENSES - WILSON MIDDLE SCHOOL	102.75
0021003743	SIGNAL HILL AUTO ENTERPRISES COVID SUPPLIES FOR RETURN TO SCHOOL - FACILITY & SUPPORT OPERATIONS	2,149.88
0021003745	B & H PHOTO VIDEO COMPUTER SUPPLIES - CLARK MAGNET HIGH SCHOOL	1,281.76
0021003773	WESTED CONFERENCE EXPENSES - CATEGORICAL PROGRAMS	2,700.00
0021003813	VETERAN BUILDING MAINTENANCE, LLC COVID SUPPLIES FOR RETURN TO SCHOOL - FACILITY & SUPPORT OPERATIONS	5,161.54
0021003828	OCCIDENTAL COLLEGE, L.A. STARS	450.00
0021003861	NEWSELA, INC SOFTWARE LICENSES - CATEGORICAL PROGRAMS	4,125.00
0021003865	NEWSELA, INC	825.00
0021003874	MAXIM HEALTHCARE SERVICES, INC. BLANKET PURCHASE ORDER FOR COVID HEALTH SCREENING SERVICES - BUSINESS SERVICES	250,000.00
0021003875	VETERAN BUILDING MAINTENANCE, LLC COVID SUPPLIES FOR RETURN TO SCHOOL - FACILITY & SUPPORT OPERATIONS	9,674.44
0021003876	NCS PEARSON INC.	108.33
0021003878	CABE- CAL ASSOC. FOR BILINGUAL EDUCATION CONFERENCE EXPENSES - CATEGORICAL PROGRAMS	6,900.00
0021003882	WESTERN PSYCHOLOGICAL SERVICES	1,134.00

INSTRUCTIONAL SUPPLIES - SPECIAL EDUCATION

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021003888	TINA DEMIRDJIAN	800.00
0021003890	YOU CAN BOOK ME LTD	672.00
0021003893	THE LATINO FAMILY LITERACY PROJECT	200.00
0021003894	ASSOC. OF TWO-WAY & DUAL LANGUAGE ED. CONFERENCE EXPENSES - CATEGORICAL PROGRAMS	1,750.00
	TOTAL	307,832.73

STATE RESTRICTED RESOURCES

0021003718	UPS	62.68
0021003724	CDW GOVERNMENT	610.16
0021003727	AMAZON CAPITAL SERVICES, INC.	32.97
0021003729	ANN-MARIE MARTINEZ, PH.D & ASSOCIATES PROVIDE COMPREHENSIVE PSYCHO-EDUCATIONAL	14,000.00
0021003737	FINAL DRAFT INC. SOFTWARE - CLARK MAGNET HIGH SCHOOL	2,985.00
0021003767	LEARNING WITHOUT TEARS	113.39
0021003768	OFFICE DEPOT	128.15
0021003780	STARFALL EDUCATION FOUNDATION	70.00
0021003785	SAN BERNARDINO COUNTY (SBCSS)	75.00
0021003831	SAN BERNARDINO COUNTY (SBCSS)	75.00
0021003844	ABLENET, INC	66.15
0021003856	YEH, WENDY SHEM PROVIDE VISION THERAPY AND DEVELOPMENTAL VISION EVALUATION SERVICES FOR SPECIAL EDUCATION STUDENTS, BOARD APPROVED 12/15/2020 - SPECIAL EDUCATION	20,000.00
0021003858	HEATHER TOM PROVIDE SPEECH ASSESSMENT AND IEP SERVICES FOR SPECIAL EDUCATION STUDENTS, BOARD APPROVED 12/15/2020 - SPECIAL EDUCATION	6,000.00
0021003862	MICHAEL TENENBAUM, DBA: EDITMENTOR ONLINE LICENSE - SECONDARY SERVICES	1,470.00
021001523A	AKA ENTERPRISE LLC CONDUCT E-CIGARETTE/VAPE PRESENTATIONS TO STAFF AND STUDENTS AT ELEMENTARY AND SECONDARY SCHOOLS IN THE DISTRICT - STUDENT SUPPORT SERVICES	7,200.00
	TOTAL	52,888.50

PO NUMBER	LOCAL RESTRICTED RESOURCES VENDOR	AMOUNT
0021003730	JOHN LAMMERS MAINTAIN UPKEEP AND MAINTENANCE OF THE LANDSCAPING PROVIDED BY THE URBAN GREENING GRANT, BOARD APPROVED 12/15/2020 - FRANKLIN ELEMENTARY SCHOOL	1,650.00
0021003731	LEXLAND ENTERTAINMENT BOOKS - EDUCATIONAL SERVICES	3,263.75
0021003739	OFFICE DEPOT COMPUTER EQUIPMENT - FOOD SERVICES	3,146.82
0021003774	DECKER EQUIPMENT/SCHOOL FIX REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,135.84
0021003781	H.L. MOE CO., INC. DBA: MOE PLUMBING REPAIR UNDERGROUND PIPE AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	19,207.00
0021003783	LIBRAIRIE CUFAY INSTRUCTIONAL SUPPLIES - EDUCATIONAL SERVICES	1,651.75
0021003786	VALLEY LOCKSMITH	201.65
0021003788	MC MASTER-CARR SUPPLY COMPANY	208.31
0021003789	AMERICAN VAN EQUIPMENT	491.00
0021003791	KAROL'S GENERAL GARAGE & BODY SHOP	85.00
0021003792	EWING IRRIGATION PRODUCTS	874.67
0021003793	COAST APPLIANCE PARTS	235.38
0021003794	KING'S CUSTOM SHEET METAL	242.55
0021003795	BIG O TIRES GLENDALE	60.00
0021003796	BUILDERS FENCE CO INC	103.48
0021003797	U.S. BLINDS	436.59
0021003798	SUNBELT RENTALS, INC	848.53
0021003815	UNITED REFRIGERATION, INC.	290.76
0021003816	TORO AIRE REPAIR SUPPLIES & MATERIALS - FACILITY & SUPPORT OPERATIONS	2,448.65
0021003817	CENTRAL SCREEN COMPANY	187.07
0021003818	BURBANK PAINT COMPANY INC	373.04
0021003819	DUGMORE & DUNCAN, INC	164.89
0021003820	TOOL SHACK	410.39
0021003821	BUCHANAN GLASS	61.45
0021003823	CASTERS & INDUSTRIAL SUPPLIES	397.16
0021003825	HEARTLAND CUSTOMER SOLUTIONS, LLC	240.07
0021003827	LECO PLASTICS INC	85.70

0021003832 COSCO FIRE PROTECTION INC 660.00

LOCAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER VENDOR AMOUNT

0021003842 AMAZON CAPITAL SERVICES, INC. 98.41
OFFICE SUPPLIES - FACILITY & SUPPORT OPERATIONS

0021003852 ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) 200.17

0021003863 PADLET 192.00

0021003864 BRAIN POP 2,950.00
INSTRUCTIONAL SUPPLIES - FRANKLIN ELEMENTARY

0021003868 IBOOKPARK INC 363.83

0021003869 HOME DEPOT CREDIT SERVICES 150.00

0021003870 AAA ELECTRIC MOTOR SALES 244.26

0021003879 SCHOOLSFIRST FEDERAL CREDIT UNION - VISA 100.00
FIRST CHOICE - INSTRUCTIONAL SUPPLIES - CLARK MAGNET
HIGH SCHOOL

TOTAL 43,460.17

CHILD DEVELOPMENT FUND

0021003716 O.H. LYNN PRINTING 37.49

0021003741 SCHOOLSFIRST FEDERAL CREDIT UNION - VISA 258.00
EVERYCHILD CALIFORNIA - CONFERENCE EXPENSES - EEELP

TOTAL 295.49

FOOD SERVICES FUND

0021003854 PLUMBING AND INDUSTRIAL SUPPLY 354.56

TOTAL 354.56

MEASURE S PROJECTS FUND

0021003750 CONVERGINT TECHNOLOGIES LLC 73,985.42
SECURITY CAMERAS, BOE 12/15/2020 - GLENDALE HIGH
SCHOOL.

0021003751 CONVERGINT TECHNOLOGIES LLC 14,680.28
SECURITY CAMERAS, BOE 12/15/2020 - HOOVER HIGH SCHOOL

0021003752 CONVERGINT TECHNOLOGIES LLC 54,954.98
SECURITY CAMERAS, BOE 12/15/2020 - KEPPEL ELEMENTARY
SCHOOL

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
0021003753	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - MARSHALL ELEMENTARY SCHOOL	5,052.84
0021003754	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - MOUNTAIN AVE. ELEM. SCHOOL	17,473.63
0021003755	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - PACIFIC AVENUE EDUCATION CENTER	2,681.00
0021003756	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - COLUMBUS ELEMENTARY SCHOOL	9,711.96
0021003757	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - CRESCENTA VALLEY HIGH SCHOOL	33,366.96
0021003758	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - VALLEY VIEW ELEM. SCHOOL	17,361.28
0021003759	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - ADMINISTRATION BUILDING	7,537.13
0021003760	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - BALBOA ELEMENTARY SCHOOL	9,487.33
0021003761	CONVERGINT TECHNOLOGIES LLC SECURITY CAMERAS, BOE 12/15/2020 - CLOUD PRESCHOOL	5,474.35
0021003801	CALIFORNIA AUTO DETAILERS	160.00
0021003851	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) BLUEPRINTING SERVICES FOR VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,500.00
	TOTAL	253,427.16

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD OF 01/11/2021 THROUGH 01/22/2021
CONSENT CALENDAR NO. 5 February 2, 2021**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
1/22/2020	0021002150	DELPHINE GENACHTE-LEBAIL	INCREASED PO FOR ADDITIONAL SERVICES AS NEEDED	\$3,375.00	\$6,443.00	\$9,818.00
1/22/2021	0021002148	EVA SIPPEL	INCREASED PO FOR ADDITIONAL SERVICES AS NEEDED	\$3,375.00	\$222.00	\$3,597.00
1/22/2021	0021002151	KARIM ALEXANDER GONZALEZ BRAVO	INCREASED PO FOR ADDITIONAL SERVICES AS NEEDED	\$6,750.00	\$8,895.00	\$15,645.00

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 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 40.1.

In support of Board Priority #4 – Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT
 February 2, 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	\$3,351
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$3,351

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	(\$2,836,334)
2000 Classified Salaries	\$0	(\$2,987,021)
3000 Employee Benefits	\$0	(\$1,901,485)
4000 Instructional Supplies	\$0	(\$3,506,061)
5000 Contract Services	\$0	(\$2,035,184)
6000 Capital Outlay	\$0	(\$371,667)
7000 Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATIONS	\$0	(\$13,637,752)

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$13,641,103
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February 2, 2021
 BUDGET TRANSFER AND ADJUSTMENT REPORT
 BUDGET CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
 GENERAL FUND, UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

BUDGET TRANSFERS

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
Wilson Middle School	General	0	0	0	0	0	0	0	0	\$0	Supplies
		\$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:
Roosevelt	General Fund	0	0	0	20	0	0	0	0	\$20	Textbook fees
CVHS	Athletics Support Program	0	2,650	0	0	0	0	0	0	\$2,650	Coaching Stipend
District Misc. Income	General Fund	0	0	0	0	0	0	0	31	\$31	Recycling
District	Unrestricted Estimated Actuals Adju	(2,836,334)	(2,989,671)	(1,901,465)	(3,506,081)	(2,035,834)	(371,667)	0	13,641,072	\$0	Unrestricted Estimated Actuals Adjustments
CVHS	Athletics Support Program	0	0	0	0	650	0	0	0	\$650	Cheer Stipend
		0	0	0	0	0	0	0	0	\$0	
		(\$2,836,334)	(\$2,987,021)	(\$1,901,465)	(\$3,506,061)	(\$2,035,164)	(\$371,667)	\$0	\$13,641,103	\$3,351	

- 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
 February 2, 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	\$0
8300-8599 Other State	\$0	\$0
8600-8799 Local	\$0	\$17,257
8910-8999 Transfers In/Contributions	\$0	\$0
TOTAL REVENUES	\$0	\$17,257

APPROPRIATION OBJECT	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000 Certificated Salaries	\$0	(\$1,396,164)
2000 Classified Salaries	\$0	(\$1,249,592)
3000 Employee Benefits	\$0	(\$734,467)
4000 Instructional Supplies	\$0	(\$2,182,464)
5000 Contract Services	\$0	(\$1,534,108)
6000 Capital Outlay	\$0	\$384,744
7000 Other Outgo/Indirect/Transfers Out	\$0	\$145,372
TOTAL BUDGETED APPROPRIATIONS	\$0	(\$6,566,679)

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$6,583,936
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GLENDALE UNIFIED SCHOOL DISTRICT
 February 2, 2021
 CONSENT CALENDAR NO. 6
 BUDGET TRANSFER AND ADJUSTMENT REPORT

Capital Projects Fund (40.1)

REVENUES	BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099 Revenue Limit	\$0	\$0
8100-8299 Federal	\$0	\$0
8300-8599 Other State	\$0	\$0
8600-8799 Local	\$0	\$0
8910-8999 Transfers In/Contributions	\$0	\$145,372
TOTAL REVENUES	\$0	\$145,372

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

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$145,372
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GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Transfer of Cash Balance from the General Fund (01.0) to the Special Reserve Fund for Capital Outlay Projects (40.1)**

The Superintendent recommends that the Board of Education approve a transfer of cash balance of \$145,372 from the General Fund (01.0) to the Special Reserve Fund for Capital Outlay Projects (40.1).

The transfer to the Special Reserve Fund for Capital Outlay Projects (40.1) represents \$145,372 of landscaping and drainage work done for the Cloud Portables Project.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district’s future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 8

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, and Facilities

SUBJECT: **Approval of Notice of Completion for Contract with PlayPower LT Farmington, Inc. for Purchase and Installation of Playground Equipment and Fall Zone Material at Columbus Elementary School**

The Superintendent recommends that the Board of Education approve a Notice of Completion for the contract with PlayPower LT Farmington, Inc. for the purchase and installation of playground equipment and fall zone Material at Columbus Elementary School, funded by Measure S funds.

On May 5, 2020, the Board approved use of Sourcewell Contract No. 030117-LTS for the purchase and installation of playground equipment and fall zone material from PlayPower LT Farmington, Inc. at Columbus Elementary School in the amount of \$449,267.90, pursuant to California Public Contract Code 10298.

On September 15, 2020, the Board approved Change Order No. 1 in the amount of \$44,070, which accounted for required changes on the project. This increased the total contract cost to \$493,337.90.

This project was completed in a satisfactory manner as of December 11, 2020 for a total cost of \$493,337.90, and was funded by Measure S – Small Non-Tech and Summer Projects funds.

TO SUPPORT 2020-2021 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: Columbus Elementary School
ADDRESS: 425 W. Milford
Glendale, Ca. 91203

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase and Installation Of Playground Equipment
DATE OF COMPLETION: December 11, 2020
CONTRACTOR: Playpower LT Farmington, Inc.
BOARD APPROVAL: May 5, 2020
CONTRACT DATE: May 20, 2020
BID No.: Sourcewell Contract #030117-LTS
PURCHASE ORDER No.: 0020106699

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 February 3, 2021 at Glendale, California

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

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Rejection of Claim**

The Superintendent recommends that the Board of Education reject Claim #013-000281, and refer the claim to the District's claims administrator for processing in accordance with applicable laws.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 10

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer
SUBJECT: **Agreement with California State University, Dominguez Hills**

The Superintendent recommends that the Board of Education approve the Occupational Therapy Program Agreement with California State University, Dominguez Hills.

This agreement is between the Glendale Unified School District and California State University, Dominguez Hills to provide fieldwork experiences and to university students in the Occupational Therapy Program to become competent practitioners. The term of the Agreement will commence upon full execution and continue for a period of five (5) years. 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 BOARD PRIORITY NO. 2: Create a Culture of Learning - Support student learning with safe schools and programs that emphasize and increase inclusion, build positive relationships, and continue to enhance opportunities for life-long success.



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

OCCUPATIONAL THERAPY PROGRAM

This Agreement ("Agreement"), is made and entered into on the 3rd day of February, 20 21, pursuant to Education Code 89036, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("UNIVERSITY"), and GLENDALÉ UNIFIED SCHOOL DISTRICT ("Occupational Therapy Provider Field Work Site or FWS"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH

WHEREAS, UNIVERSITY has an approved Occupational Therapy Curriculum and such Curriculum includes fieldwork experience and the use of those facilities and instruction which is available at FWS; and

WHEREAS, UNIVERSITY and FWS believe it to be to the mutual benefit of the parties hereto that students accepted into the Occupational Therapy Program use the clinical FWS for their fieldwork experience to become competent practitioners,

NOW, THEREFORE in consideration of the covenants, conditions and stipulations expressed and in consideration of the mutual benefits to be derived there from, the parties mutually agree as follows:

I. FWS RESPONSIBILITIES

- a. Accept qualified students for fieldwork experience in Occupational Therapy, the maximum number not to exceed that number for which the program has been accredited, approved and/ or agreed upon.
- b. Appoint a qualified FWS employee who will be responsible for directing, coordinating and supervising UNIVERSITY students' experience at FWS as well as ensure that the continuity and quality of services to clients is maintained.
- c. Establish educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.
- d. Provide UNIVERSITY with student evaluations on forms submitted by UNIVERSITY.
- e. Notify UNIVERSITY at mid-term or sooner, of any student who fails to meet the required standards of performance and competency.
- f. Not use students to replace regular FWS employees and not require students to render services except those services identified for their learning value as part of the fieldwork experience.
- g. Work with and assist UNIVERSITY in carrying out UNIVERSITY policies and procedures.
- h. Appoint only state licensed therapists to supervise UNIVERSITY Occupational Therapy fieldwork students, while participating at FWS. All therapists must be licensed by the state in which the FWS is located.
- i. FWS is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". FWS is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. FWS, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, FWS will take steps to comply with the modified, changed or updated guidelines or directives. If at any time FWS becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

II. UNIVERSITY RESPONSIBILITIES

- a. Refer qualified students from the program to FWS who have adequate academic preparation for clinical practice and basic training for the handling of blood, blood products and body fluids consistent with the policies and regulations recommended by the Center for Disease Control and in compliance with any such guidelines from the California Public Health Services Department.
- b. Assign a Fieldwork Coordinator from the OT program who will coordinate and be responsible for student FWS activities.
- c. Assign mutually agreed upon dates and times for student placements.
- d. Require student be responsible for their professional activities and conduct while at FWS. FWS may at its discretion dismiss or remove any trainee from the fieldwork experience following due process, and after consulting with UNIVERSITY prior to such dismissal.
- e. Require students to conform to all applicable policies, regulations and procedures, jointly specified by representatives of UNIVERSITY and FWS.
- f. Provide current student fieldwork guidelines and objectives to the FWS and all appropriate forms for evaluation.
- g. Require students to provide evidence of health coverage.
- h. Require students to provide documentation of appropriate immunization or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the FWS.

III. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue for a period of Five (5) years unless terminated by either party after giving the other party thirty (30) days written notice of the intent to terminate. If the FWS terminates this Agreement, it will permit any student training at the FWS at the time of termination to complete his/er work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

IV. INDEMNIFICATION

UNIVERSITY shall defend, indemnify and hold FWS, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

FWS shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FWS, its officers, agents, or employees.

V. INSURANCE

- a. Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.
- b. University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- c. While in the performance of this agreement, students serve as volunteers at the FWS without compensation and are not to be considered officers, agents or employees of the FWS for Worker's Compensation purposes.

VI. CONFIDENTIALITY

- a. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. FWS understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.
- b. Students and Instructors may receive or acquire from FWS protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). All PHI acquired as a result of Students' training at FWS is confidential, and University, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the FWS patients, in the instruction of Students, or in the performance of administrative responsibilities at FWS. Students and Instructors shall protect the confidentiality of PHI as required by law at all times both during and after the learning experience at FWS. All PHI obtained, generated or encountered relating to the learning experience shall at all times be and remain the property of FWS.
- c. To the extent FWS generates or maintains educational records related to Student, FWS agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University, and shall limit access to only those FWS employees or agents with a legitimate educational or business need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates FWS as a University official with a legitimate educational interest in the educational records of the participating student(s) to the extent that confidential access to a Student's education records is required by FWS to carry out the field experience.
- d. FWS shall provide, as applicable, appropriate training to each Student and Instructor regarding the Student's/Instructor's duty to maintain the confidentiality of PHI and FWS proprietary information at all times, and to comply with all applicable Laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State and federal law. FWS shall designate the Students and Instructors as members of the FWS "workforce," as that term is defined under HIPAA. No PHI may be shared with the University; accordingly, the University shall not be deemed under any circumstances to be a "Business Associate" and/or "Covered Entity" of FWS, as those terms are defined under HIPAA.

VII. FINGERPRINTING

Pursuant to California Education Code 45125.1, if FWS determines that the services provided by University students involve more than limited contact with FACILITY students, University students shall be fingerprinted (at student's sole expense) as required by the FWS before services commence.

VIII. GENERAL PROVISIONS**a. Dispute**

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of FWS and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the FWS and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing

whatever remedies exist in law or equity beyond this Agreement.

b. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ethnicity, ancestry, disability, marital status, age, gender, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, medical condition, citizenship, or any other legally protected status.

c. Independent Contractors

FWS is, for all purposes, an independent contractor and shall not be deemed an employee of the University. FWS and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While FWS may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall FWS and its employees be entitled to unemployment or workers' compensation benefits from University.

d. Status of Students

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either FWS or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of FWS's "workforce" for purposes of HIPAA compliance.

e. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

f. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

g. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

h. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

i. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

j. Notices

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

TO UNIVERSITY:

California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
Attn: Procurement and Contracts

TO FWS:

GLENDALÉ UNIFIED SCHOOL DISTI
233 NORTH JACKSON STREET
GLENDALÉ, CA 91206
818-241-3111

k. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

i. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

m. Amendment

This Agreement can be modified by mutual agreement at any time via written amendment signed by authorized representatives of each party.

n. Severability

In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

BY _____
Name _____
Title _____
Dated _____

FWS

BY _____
Name DR. DARNEIKA WATSON
Title CHIEF HR & OPERATIONS OFFICER
Dated _____

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 11

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer
SUBJECT: **Agreement with Boston University**

The Superintendent recommends that the Board of Education approve the Field Education Agreement with Boston University on behalf of the Wheelock College of Education & Human Development.

This agreement is between the Glendale Unified School District and Boston University on behalf of the Wheelock College of Education & Human Development to provide field education to university students in the Early Childhood Education. The term of the Agreement will commence upon full execution and may be terminated by either party's giving sixty days' notice in writing to the other party. 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 BOARD PRIORITY NO. 2: Create a Culture of Learning - Support student learning with safe schools and programs that emphasize and increase inclusion, build positive relationships, and continue to enhance opportunities for life-long success.

**Boston University
Wheelock College of Education & Human Development
Field Education Agreement**

This Agreement between Trustees of Boston University on behalf of the Wheelock College of Education & Human Development (the "College") and Glendale Unified School District (the "Facility") sets forth the terms and conditions under which a program of field education for students in Early Childhood Education at the College (the "Program") will be conducted at the Facility.

This Agreement shall be in effect as of the date written below and will remain in effect until the termination of this Agreement in the manner provided herein.

I. General

1. The Program shall be designed to meet the College's requirements for field education for students based on applicable accreditation, professional licensure, and other pertinent standards.
2. The College retains primary responsibility for its academic affairs and the education and evaluation of its students. The educational program for the College's students remains under the control of the College and its faculty.
3. The Facility retains full responsibility for its operations and services and for the care and welfare of its clients/patients/students. All services at the Facility shall be under the complete and immediate direction, control, and professional supervision, of the appropriate staff and authorized agents of the Facility.
4. The parties will each appoint a coordinator for the Program. The parties will cooperate and communicate with each other to assess the Program, to address concerns that may arise, and to implement improvements.

II. Responsibilities of the College:

1. The College shall notify the Facility of its field education objectives and standards.
2. The College represents that each student assigned to the Program while participating in a required student curriculum activity is covered by Student Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. The College shall furnish the Facility a certificate evidencing such insurance upon request.
3. The College shall inform the Facility of the level of training the Student has received prior to placement at the Facility.
4. The College shall notify the student that he or she is responsible for:
 - a. Adhering to the policies and procedures of the Facility of which the student is informed;
 - b. Respecting the confidentiality of information regarding patients and clients of the Facility and their records in accordance with the Facility's policies and procedures in compliance with applicable laws;
 - c. Providing to the Facility evidence of health status and routine medical tests and immunizations as are required for the Facility's employees, if required also for the students;
 - d. Providing to the Facility evidence of health insurance if required;

- e. Obtaining the prior written approval of the Facility and the College before publishing any material based on the field education experience.

III. Responsibilities of the Facility:

1. The Facility shall appoint a supervisor for the Program (the "Supervisor") that meets the supervisor requirements set forth by the College. The Facility shall ensure that the professionals having responsibility for teaching and supervising students in the Program will have appropriate qualifications and experience.
2. The Facility shall ensure that the Program meets the experiential requirements set forth by the College.
3. The Facility shall submit to the College a description of the field education experience, including information regarding the objectives, learning activities, available facilities, responsibilities of the students, nature of supervision, name, profession and academic credentials of the Facility's coordinator, transportation, health and immunization requirements, any other special requirements or restrictions, and any other information that may be requested or may be important to know in advance. The Facility shall promptly inform the College of any changes that will affect the field education experience.
4. The Facility shall provide an orientation to the students assigned to the Facility, including the instruction on the relevant policies and procedures of the Facility. The Facility shall provide the same information, training and protection to the students in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.
5. The Facility shall arrange for immediate emergency medical care for the College's students in the event of injury, illness, or exposure to blood or infectious body fluids or to environmental or occupational hazards while at the Facility. The Facility shall provide an emergency contact person at all times that the students are on the Facility premises.
6. The Facility shall ensure that the students receive appropriate and timely evaluation and feedback concerning their achievement and that the College receives timely reports of such evaluations as requested. At a minimum, the Facility shall provide students with at least one hour of supervision with their Supervisor each week and a formal evaluation each semester.
7. The Facility shall maintain and keep in effect a Comprehensive General Liability insurance policy which shall include Professional Liability covering the Facility and all employees and agents involved in the Program, limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. The Facility shall furnish the College a certificate evidencing such insurance upon request.
8. The Facility agrees to comply with all applicable federal, state, and local laws, regulations, rules, orders and decrees, and public health guidance relating to the COVID-19 pandemic for the protection of the Facility's personnel, staff, and population being served. The Facility and its staff shall have all professional licenses and other licenses, permits, and authorizations to conduct their activities related whatsoever to the Program, as required by applicable law.

IV. Additional Terms and Conditions:

1. The College agrees to indemnify and hold harmless the Facility and its directors, trustees, officers, and employees from and against all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) involving personal injury or property damage to the extent arising out of intentional misconduct by or negligent acts or omissions of the College's faculty members, employees or agents in connection with their duties under the Program.

The Facility agrees to indemnify and hold harmless the College and its trustees, officers, employees and students from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) involving personal injury or property damage to the extent arising out of conditions existing at the Facility or arising out of the negligent acts or omissions of the Facility's employees or agents in connection with their duties at the Facility, including without limitation their supervisory duties under the Program.

Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.

2. The Facility may temporarily suspend, and/or may request the College to withdraw, any student from the Program whose conduct or health status will have a detrimental effect on the Facility. Wherever possible, such suspension or withdrawal shall be planned cooperatively by the Facility and the College, and any grievance against any student shall be discussed with the student and the College's Program coordinator.

The College may temporarily suspend or withdraw any student from the Program if appropriate or necessary in its sole determination.

3. This Agreement is not intended and, to the extent permitted by law, shall not be construed to create an employment relationship between the Facility and the students in the Program. The College and the Facility shall be treated for all purposes as independent contractors.
4. The Program shall be conducted in accordance with all applicable laws. No person shall be subject to discrimination in connection with the Program based on race, color, creed, religion, ethnic origin, age, sex, disability, sexual orientation, or other unlawful basis.
5. The College will disclose information from a student's education record, as appropriate, to personnel at the Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act (FERPA). The Facility hereby agrees that its personnel will use such information only in furtherance of the field education program for the students, and that the information will not be disclosed to any other person without the student's prior written consent as required by FERPA.
6. This Agreement may be terminated by either party's giving sixty days' notice in writing to the other party by certified or registered mail at the address hereafter set forth. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled field education period.
7. This Agreement may be modified only by written amendment signed by duly authorized representatives of each party.

8. The Facility and the College agree to recognize their affiliation with each other accurately in all publications and public statements. The Facility shall not use the name, logo, or other identification of the College without prior written consent of the College.

This Agreement shall be effective as of January 25, 2021 upon execution by both parties.

TRUSTEES OF BOSTON UNIVERSITY

GLENDALE UNIFIED SCHOOL DISTRICT

By: David J. Chard
Title: Dean Ad Interim

By: Dr. Darneika Watson
Title: Chief HR & Operations Officer

Facility address for notices:

Attn: _____

College address for notices:

Boston University
Wheelock College of Education & Human Development
Two Silber Way
Boston, MA 02215
Attn: Paul Akoury

Boston University
Office of the General Counsel
125 Bay State Road
Boston MA 02215.
Attn: General Counsel

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 12

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services
Phyllis Ishisaka, Executive Assistant to the Superintendent

SUBJECT: **Approval of Revisions to Board Policies Relating to Students,
Instruction and Bylaws of the Board**

The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 5113.2 (Work Permits); BP 5141.31 (Immunizations); BP 5148.3 (Preschool/Early Childhood Education); BP 6170.1 (Transitional Kindergarten); BP 9012 (Board Member Electronic Communications); and BP 9320 (Meetings and Notices) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 5113.2 – Work Permits

CSBA Update December 2020
Last GUSD Update: September 2015

Board Policy (BP) 5113.2 is updated to reflect a new law (AB 908, 2020), which prohibits consideration of grades, grade-point average, or school attendance in the event of an extended campus closure due to a natural disaster, pandemic, or other emergency when issuing a work permit for a student.

BP 5141.31 – Immunizations

CSBA Update December 2020
Last GUSD Update: March 2017

This policy is updated to reflect new laws (SB 276, 2019 and SB 714, 2019), which specify conditions under which student exclusions are allowed. The revised policy also deletes an outdated date regarding immunization requirements for enrollment or advancement to grade 7. Upon approval of the revised policy, the Administrative Regulations will be revised and will provide more details about medical exemptions.

BP 5148.3 – Preschool/Early Childhood Education

CSBA Update December 2020
Last GUSD Update: December 2018

BP 5148.3 is updated to reflect new State regulations (Register 2020, No. 21), which establish modifications to the Uniform Complaint Procedures (UCP) for investigating and resolving complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program (CSPP).

BP 6170.1 – Transitional Kindergarten

CSBA Update December 2020
Last GUSD Update: April 2019

This policy is updated to clarify that it is only districts with an extended day kindergarten program that are authorized to maintain transitional kindergarten (TK) and kindergarten programs for different lengths of time either at the same or different school sites and reflect a new law (SB 98, 2020), which extends, until August 1, 2021, the requirement for credentialed teachers who are first assigned to a TK class to meet additional qualifications.

BP 9012 – Board Member Electronic Communications

CSBA Update December 2020
Last GUSD Update: September 2018

Board Policy 9012 (Board Member Electronic Communications) is updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. The policy reflects new law (AB 992, 2020), which authorizes Board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board, Board members do not respond directly to any communication from other Board members, and Board members do not comment on or use digital icons to express reactions to communications made by other Board members. Bylaw also references court decisions, which clarify that a public official's social media account which includes

discussion of public business may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

BP 9320 – Meeting and Notices

CSBA Update December 2020
Last GUSD Update: March 2012

BP 9320 (Meeting and Notices) is updated to clarify that meeting locations include teleconference locations and reflect new law (AB 992, 2020), which authorizes Board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board, Board members do not respond directly to any communication from other Board members, and Board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a Board meeting to a later time or location.

Upon approval of the BPs, revisions will be made to the accompanying Administrative Regulations as needed following the normal District process.

Copies of the revised BPs are attached to this memo.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

Students

Work Permits

The Board of Education recognizes that part-time employment can provide students with income, as job experience, and valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education. Before accepting any offer of employment, District students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session and/or not in session, unless otherwise exempted by law.

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits must demonstrate and maintain a 2.0 grade point average and satisfactory school attendance, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

Legal References: Education Code, Sections 48230; 48231; 49100-49101; 49110-49119; 49130-49135; 49140-49141; 49160-49165; 49180-49183; 49200; 51760-51769.5; 52300-52499.66
Labor Code, Sections 1285-1312; 1391-1394
Code of Regulations, Title 50, Sections 16023-16027
Code of Regulations, Title 80, Sections 11701-11707; 11750-11763
Code of Federal Regulations, Title 29, Sections 570.1-570.129
Attorney General Opinions: 18 Ops.Cal.Atty.Gen. 114 (1951)

Policy Adopted: 09/15/2015

Policy Amended: 02/02/2021

Students

Immunizations

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Education shall cooperate with state and local public health agencies to encourage and facilitate immunization of all District students against preventable diseases.

Each student enrolling for the first time in a District school, preschool, or child care and development program or enrolling in or advancing to grade 7, shall present an immunization record from any authorized private or public health care provider certifying that the student has received all required immunization requirements only as allowed by law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Transfer students shall be requested to present their immunization record upon registration at a District school if possible.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 48980, 49403)

Legal Reference: Education Code, Sections 44871; 46010; 48216; 48853.5; 48980; 49403; 49426; 49701; 51745-51749.6
Health and Safety Code, Sections 120325-120380; 120335; 120372; 120395; 120440
Code of Regulations, Title 5, Section 430
Code of Regulations, Title 17, Sections 6000-6075
United States Code, Title 20, Section 1232g
United States Code, Title 42, Section 11432
Code of Federal Regulations, Title 34, Sections 99.1-99.67

Policy Adopted: 01/12/2016

Policy Revised: 03/07/2017; 02/02/2021

Students Welfare

Preschool/Early Childhood Education

The Board of Education recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. The Board desires to provide children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

A. District Preschool Programs

When the Board determines it is feasible, the District may contract with the California Department of Education (CDE) to expand preschool services in facilities at or near District schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the District's preschool program, 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 the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing District schools.

Preschool classroom needs shall be addressed in the District's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school

Students Welfare

Preschool/Early Childhood Education

sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classroom and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the District's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

The District's program shall be aligned with the preschool learning foundations and curriculum frameworks developed by the CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The District's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The District shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in District preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admission 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 program and services, the age of children who will be accepted, program activities, any supplementary services provided, any field trip

Students Welfare

Preschool/Early Childhood Education

provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool 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.

The Superintendent or designee shall recommend strategies to link the District's preschool programs with other available child care and development programs in the District or community in order to assist families whose child care needs extend beyond the length of time that the District's part-day preschool program is offered.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The District's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611, 4690-4694)

The Superintendent or designee shall regularly report to the Board regarding enrollments in District preschool programs and the effectiveness of the programs in preparing preschoolers for the transition into the elementary education program.

Legal Reference: Education Code, Sections 8200-8499.10; 8200-8209; 8230-8233; 8235-8239.1; 8240-8244; 8250-8252; 8263; 8263.3; 8264.8; 8273.1; 8360-8370; 8400-8409; 8493-8498; 8499.3-8499.7; 44065; 44256; 48000; 48958
Health and Safety Code, Sections 1596.70-1596.895; 1596.90-1597.21; 120325-120380
Code of Regulations, Title 5, Sections 4600-4670; 4690-4694; 18000-18434; 18130-18136; 18295; 80105-80125
Code of Regulations, Title 22, Sections 101151-101239.2; 101151-101163; 101212-101231; 101237-101239.2

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Preschool/Early Childhood Education

Code of Regulations, Title 20, Sections 1400-1482; 6311-6322; 6371-6376; 6381-6381k; 6391-6399

United States Code, Title 42, Sections 9831-9852c; 9857-9858r

Code of Federal Regulations, Title 45, Sections 1301.1-1305.2

Policy Adopted: 09/03/2013

Policy Amended: 12/11/2018; 02/02/2021

Instruction

Transitional Kindergarten

The Board of Education desires to offer a high-quality Transitional Kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The District's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among District preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation of the District's TK program.

A. Eligibility

1. The District's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)
2. Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.
3. On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the District's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.
4. At any time during the school year, but after a child turns five years of age, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. Enrollment of children into TK whose fifth birthday is after December 2 will be on a case-by-case basis and only as space permits in the District's TK classrooms allowing for space for new TK-age student enrollment. (Education Code 48000)

Instruction

Transitional Kindergarten

B. Curriculum and Instruction

1. The District's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)
2. The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social sciences, English language development, and social-emotional development.
3. The Board shall establish the length(s) of the school day in the District's TK program, which shall be at least three hours but no more than four hours long. If the District has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to the California Department of Education as to whether the District's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)
4. TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.
5. TK students may be placed in a classroom with 4-year-old students from a California State Preschool Program as long as all of the requirements of each program are met and the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

C. Staffing

1. The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.
2. A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall by August 1, 2021, have at least 24 units in early childhood education and/or child

Instruction

Transitional Kindergarten

development, comparable experience in a preschool setting and/or a child development teacher permit issued by the CTC. (Education Code 48000)

3. The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

D. Continuation to Kindergarten

1. Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.
2. However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian at the beginning of the TK year acknowledging consent for the child's enrollment in TK and enrollment in kindergarten the following school year.
3. A student shall not attend more than two years in a combination of TK and Kindergarten. (Education Code 46300)

E. Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards, and student preparedness for future education.

Legal References: Education Code, Sections 8235; 8970-8974; 37202; 44258.9; 46111; 46114-46119; 46300; 48000; 48002; 48003; 48200

Policy Adopted: 05/24/2016

Policy Amended: 03/06/2018; 04/16/2019; 02/02/2021

Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the District and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding District business.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Examples of permissible electronic communications concerning District business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about District business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

Board members may use electronic communications to discuss matters that do not pertain to District business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate District process. As appropriate, communication received from the media shall be forwarded to the designated District

Board Member Electronic Communications

spokesperson.

To the extent possible, electronic communications regarding any District-related business shall be transmitted through a District-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a District electronic storage device for easy retrieval.

Legal Reference: Education Code, Sections 35140; 35145; 35145.5; 35147
Government Code, Sections 6250-6270; 11135; 54950-54963; 54952.2;
54953; 54954.2

Policy Adopted: 12/14/2010

Policy Amended: 09/04/2018; 02/02/2021

Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing District business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or District. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or District official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or District official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

Regular meetings, unless otherwise determined by the Board of Education, shall be held on the first and third Tuesday of each calendar month, except when the meeting falls on a holiday fixed by the laws of the State of California or declared by the Board of Education. Meetings shall be held in the Board Room at the Administration Center, 223 North Jackson Street, at 4:30 p.m., unless otherwise-determined by the Board.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the District's Internet website.

Meetings and Notices

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection in the District's Public Information Office.

Special Meetings

Special meetings of the Board may be called by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the District's Internet website. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at these meetings.

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.

Meetings and Notices

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board.

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Meetings and Notices

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to state open meeting laws provided that a majority of the Board members do not discuss specific District business among themselves other than as part of the scheduled program:

1. A conference or similar public gathering that involves a discussion of issues of general interest to the public or to school boards
2. An open, publicized meeting organized by a person or organization other than the District to address a topic of local community concern
3. An open and noticed meeting of another body in the District
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within District boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the District is a party

Meetings and Notices

2. Inspect real or personal property which cannot conveniently be brought into the District, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the District has no meeting facility within its boundaries or if its principal office is located outside the District
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the District over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the District but located outside the District, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the District's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another District regarding the Board's potential employment of an applicant for Superintendent of the District
10. Interview a potential employee from another District

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Meetings and Notices

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through either audio and/or video.

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call.

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries.

Agenda shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public.

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference: Education Code, Sections 35140; 35143; 35144; 35145; 35145.5; 35146; 35147
Government Code, Sections 3511.1; 11135; 54950-54963 (The Ralph M. Brown Act)
United States Code, Title 42, Sections 12101-12213
Code of Federal Regulations, Title 28, Sections 35.160; 36.303

Policy Adopted: 12/04/1956

Policy Amended: 06/16/1959; 03/19/1985; 09/03/1996; 09/16/1997; 10/05/1999; 6/24/2003; 03/06/2012; 02/02/2021

Formerly BP 9440, BP 9441, BP 9442

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 13

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services
SUBJECT: Acceptance of DonorsChoose Award

The Superintendent recommends that the Board of Education accept funding from DonorsChoose to support a project submitted by Wilson Middle School.

DonorsChoose is an organization that connects concerned individuals, called "Citizen Philanthropists," with classroom teachers, to provide funds or materials for class projects. Public school teachers create student project proposals and submit the one-page essay and list of resources needed. These concerned individuals fund the student projects of their choice, in whole or in part.

DonorsChoose purchases the student materials and ships items directly to the school, using a network of partnerships and vendors. Teachers are required to complete a feedback package, including documenting the project with photographs, which in turn are shared with the individual that funded the project.

The following project was submitted and awarded by DonorsChoose:

Wilson Middle School – Rens DeBruijn, Teacher

Project: I Just Want to Teach!

This project was awarded an Apple MacBook Pro (13" display and touch bar, Intel Core i5 8GB memory – 256 GB SSD – Latest Model). The device will be used for instruction of 7th grade students in Mr. DeBruijn's classroom. The device's added features will help ASB students to create movies for the school.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

February 2, 2021

CONSENT CALENDAR NO. 14

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. CollegeBoard wishes to donate to the District \$1,000.00 to purchase instructional materials and supplies for use at Clark Magnet High School
- b. Mike Sevigny wishes to donate to the District \$250.00 to purchase shirts to be used as student incentives for use at Dunsmore Elementary School.
- c. Benjamin Franklin Elementary Foundation wishes to donate to the District \$23,000.00 to be used for programs at Franklin Elementary School.
- d. Seth Caplan wishes to donate to the District \$250.00 to provide professional development (teaching tolerance training) at Fremont Elementary School.
- e. W.A.V.E. Foundation wishes to donate to the District \$2,139.95 for the reimbursement of Califone headphones for use at Verdugo Woodlands Elementary School.