

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

BOARD OF EDUCATION
AGENDA

May 25, 2021
Meeting No. 27
Regular Meeting

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

**BOARD OF EDUCATION MEETING NO. 27
Administration Center**

May 25, 2021

“Preparing our students for their future.”

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

Please Note Times	
4:30 P.M. -	Opening, Public Communication Presentations Student Board Member Report Acknowledgements and Recognitions Action

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 Kayla Rodriguez, a 12th grade student at Glendale High School.**
- 3. Certification of Compliance**

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

A. OPENING - continued

4. Approval of Agenda Order

B. 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/81894503684>
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 3:00 p.m. on the day of the meeting to make alternate arrangements.

C. PRESENTATIONS

1. 49th Annual Masonic Employee Recognition Awards

Members of the Glendale and La Crescenta Masonic Lodges will present the Masonic Employee Recognition Awards to outstanding Glendale Unified School District employees. This is the 49th annual presentation of these recognition awards, which celebrate the significant contribution public schools make to our community.

2. Masonic Scholarships

Members of the Glendale and La Crescenta Masonic Lodges will present scholarships to outstanding seniors from each of our Glendale Unified high schools. The recipients for 2020-2021 are: Yana Avanesyan and Mark Benliyan, Clark Magnet High School; Allison Lee and Katelyn Wang, Crescenta Valley High School; Angela Velasco Flores, Daily High School; Jean Doody and Aregnaz Orujyan, Glendale High School; Juliana Acevedo and Ani Eulmessekian; Hoover High School and Miranda Delfino, Verdugo Academy.

3. GSMA Presents Future Educator Scholarships

The Glendale Schools Management Association will present scholarship checks to students who are planning futures in education. The recipients for 2020-2021 are: Daniel Gamboa, Garin Mardirossian, Minseo Park and Rachel Park from Crescenta Valley High School, and Carol Perez from Hoover High School.

4. Glendale Council PTA Year End Report

Glendale Council PTA President Rebecca Johnson and Vice President Lerna Amiryans will present a report about PTA's activities during the 2020-2021 school year.

D. STUDENT BOARD MEMBER REPORT

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

E. ACKNOWLEDGEMENTS AND RECOGNITIONS

1. Student Member, Board of Education

Kayla Rodriguez, senior at Glendale High School, has served with distinction as student representative to the Board of Education during the 2020-2021 school year.

2. Student Advisory Council 2020-2021

The Board of Education would like to recognize our outstanding high school students who served on the Glendale Unified Student Advisory Council during the 2020-2021 school year: Luszi Alekszanjan, Martun Gevorgyan, Norayr Ghazaryan, and Ani Sahakyan, from Clark Magnet High School; Anna Allahverdian, Leo Bentivenga, Jihoo Chung, Josh Ok, Zach Roh, and Hannah Roth, from Crescenta Valley High School; Victor Baro, Jacob Zesati, from Daily High School; Arline Daniali, Brandon Doronila, Nairi Ghazarian, Christopher Hanzal, Sarine Kaloghlian, and Kayla Rodriguez, from Glendale High School; Maria Akhverdyan, Kiana Avedisian, Amanda Bystrom, Melia Movsesian, Monet Nadimyan, Lucas Omori, and Jessica Voskanian, from Hoover High School.

E. ACKNOWLEDGEMENTS AND RECOGNITIONS-continued

3. Burtis E. Taylor Community Education Award

The Board of Education will present the Burtis E. Taylor Community Education Award. Initiated in 1982, this award symbolizes the highest degree of dedication to public education as exemplified by Dr. Burtis E. Taylor, retired Superintendent of the Glendale Unified School District. The recipients for 2020-2021 are: Adventist Health Glendale, Children's Hospital Los Angeles, Comprehensive Community Health Centers, Dignity Health Glendale Memorial Hospital, Los Angeles County Department of Health Services, Kaiser Permanente, UCLA Health Sound Body Sound Mind, USC Verdugo Hills Hospital, and Glendale Police Department Lieutenant Alex Krikorian.

4. James R. Brown Leadership Award

The Board of Education will present the James R. Brown Leadership Award. This award is presented annually to a Certificated or Classified administrator for exemplary leadership skills and significant contribution to advancing the quality of public education. The recipients for 2020-2021 are: Dr. Mary Mason, Executive Director, Educational Services, and Jennifer Chin Gonzales, Director, Nutrition Services.

5. Robert A. Sanchis Award of Excellence

The Board of Education will present the Robert A. Sanchis Award of Excellence. This award is presented annually to one Certificated and one Classified employee whose interaction with the public and with fellow employees reflects positively on the District. The recipients for 2020-2021 are: Roxanne O'Rourke, Teacher, Horace Mann Elementary, and Jasen Laca, Custodian II, Balboa Elementary.

6. Rita Adams Memorial Award

The Board of Education will present the Rita Adams Memorial Award. This award was established in 2019 and is presented to an Administrative Secretary with outstanding service in the role of Administrative Secretary. This recipient for 2020-2021 is Liliana Barrantes, Senior Administrative Secretary, Toll Middle School.

7. Michael F. Escalante Senior Scholar Award

The Board of Education will present the Michael F. Escalante Senior Scholar Award. Initiated in 2010, this award is presented annually to an outstanding senior from each of our Glendale Unified High Schools. The recipients for 2020-2021 are: Ernesto Aguilar, Clark Magnet High School; Dana Ryan, Crescenta Valley High School; Angela Velasco Flores, Daily High School; John Calica, Glendale High School; and Vache Sipanian, Hoover High School.

8. Crescenta Valley High School Cross Country Runner Receives National Leading Mark in the Mile

The Board of Education would like to recognize Mia Barnett, a senior at Crescenta Valley High School, for earning the national leading mark in the mile/1600 (4:41) and the 2 mile (9:52), and earning 3rd in the nation (1st in California) in the 800 (2:07). Her 2-mile time is 4th best ever in California and 8th best ever in the nation.

E. ACKNOWLEDGEMENTS AND RECOGNITIONS - continued

9. Rosemont Middle School Student Participates in USA National Hockey Championships

The Board of Education would like to recognize Rosemont Middle School 8th grader Kylie Atzert who will participate in the upcoming USA Hockey National Championships. Kylie is a member of the Lions 14-U Hockey Club, part of the LA Kings Youth Girls Hockey Program. The team competes against some of the best youth athletes in the country.

10. Hoover High School Dance Team 2021 National Champions

The Board of Education would like to recognize Hoover High School Dance for becoming USA Spirit National Champions in Varsity Song/Pom and National Champions in Virtual Dance for Varsity Pom. Seven athletes won both awards: Captain Aditia Allahyarian, Captain Melia Movsesian, Captain Sydney Madamba, Reegan Tribble, Jilina Trinity Hong, Kylie Bacalso, and McKayla Lim.

11. Glendale High School Dance Earns National and State Titles

The Board of Education would like to recognize Glendale High School Dance/Drill for receiving national titles at the West Coast Elite dance competition for Small Military and Co-Ed Dance in the Open Concept division, and at the California Association of Dance/Drill Team Directors state competition for Co-Ed Dance in the Concept Story division.

12. Hoover High School Student Wins Culinary Arts Scholarship

The Board of Education would like to recognize Hoover High School student Jimmy Barrera Campio for winning 3rd place at the America's Best High School Chef and Pastry Chef Competitions. Jimmy won a \$3,500 per semester scholarship to the Culinary Institute of New York.

13. Glendale High School Culinary Student Wins Impossible™ Foods Recipe Contest

The Board of Education would like to recognize Glendale High School culinary student Aya Baker for winning 1st place and receiving a cash prize in the Impossible™ Foods Plate to Planet Challenge. Students were challenged to submit original Impossible™ Burger recipes that draw flavors, ingredients, and inspiration from each chef's family heritage. Aya's dish was made with four main ingredients: the Impossible™ Burger, tofu, spinach, and rice.

14. Glendale High School Culinary Student Wins C-CAP Education Scholarship

The Board of Education would like to recognize Glendale High School culinary student Katie Wiest for winning the \$3,000 C-CAP Education Scholarship. During the C-CAP LA 2021 Scholarship Awards Ceremony, Katie thanked her family and teacher Chef Pugel-Gamez for helping her and inspiring her to reach her goals.

E. ACKNOWLEDGEMENTS AND RECOGNITIONS-continued

15. Clark Magnet High School Student Awarded \$10,000 scholarship in GIS

The Board of Education would like to recognize Arpi Keshishian from Clark Magnet High School for earning the top scholarship of \$10,000 from the Vegetarian Resource Group based on her project in Environmental Geographical Information Systems.

16. Clark Magnet High School Student Places in Photography Competition

The Board of Education would like to recognize Clark Magnet High School photography student Charly Scott for being among 15 winners in the “Artifacts of Our Lives” global photography competition. Students had to photograph a family artifact and capture its significance.

17. Wilson Middle School Students Present at the International Society for Technology in Education

The Board of Education would like to recognize Wilson Middle School students Balaji Krishna Suresh Kumar, Malick Deighton, Isabel Maghaguian, Samvel Ghazaryan, and Daniel Payne for presenting their accomplishments, including the production of 700 pieces of PPE with 3D printers in partnership with Glendale Community College, USC Verdugo Hills Hospital, and the LA Mayor's office, at the International Society for Technology in Education.

18. Wilson Middle School Students become GenYES and Google Certified

The Board of Education would like to recognize Wilson Middle School students Malick Deighton, Marcus Friedman, and Bennett Lee for earning their GenYES certifications, and Quan Tran for receiving GenYES and Google certifications.

19. Crescenta Valley High School Academy of Science and Medicine Students Win at HOSA Competition

The Board of Education would like to recognize Crescenta Valley High School Academy Team members Ashley Park, Megan Parada, Eric Markarian, and Kevin Dong for winning Gold Medals in the Health Occupations Students in America (HOSA) Bowl at the 2021 HOSA State Championship. The next step will be the national competition in June. Seven students from Crescenta Valley High School will be proceeding to compete in the international competition in June. HOSA provides members with the opportunity to gain knowledge and skills on various topics and situations in health and parliamentary procedure.

E. ACKNOWLEDGEMENTS AND RECOGNITIONS-continued

20. Crescenta Valley High School Science Research Students Win at LA County Science Fair

The Board of Education would like to recognize Crescenta Valley High School science research students for their achievements at the LA County Science Fair. Angelica Agahsi won 1st place for her project in Behavioral and Social Science, Marta Pambukhchyan won 1st place for her project in Environmental Management, Mahesh Arunachalam and Debayon Roy won 2nd place for their project in Pharmacology, Thalia Miller won 3rd place in Biochemistry and Molecular Biology, Michelle Chung won 3rd place for her project in Plant Biology and Physiology, Mantra Roointan received Honorable Mention for her project in Biochemistry and Molecular Biology, Soon-Jae Yoon received Honorable Mention for her project in Biochemistry and Molecular Biology, Neil Breckow received recognition for his project in Biochemistry and Molecular Biology, and Eliza Pambukhchyan received recognition for her project in Plant Biology and Physiology.

21. Clark Magnet High School Students Earn Gold Medals at SkillsUSA Competition

The Board of Education would like to recognize Clark Magnet High School students from the various Career and Technical Education pathways for earning Gold Medals at the California SkillsUSA State Conference: Sona Sardaryan earned Gold in Introduction to Advertising; Jaren Bautiеста and Bryce Sales earned Gold in TV/Video Production.

22. Clark Magnet High School Recognized as 2021 California Distinguished School

The Board of Education would like to recognize Clark Magnet High School for being recognized as a 2021 California Distinguished School by the California Department of Education. The Distinguished Schools program recognizes schools based on performance and progress on state indicators as specified on the California School Dashboard, including test scores, suspension rates, and conditions and climate. This is the fourth time Clark Magnet has been recognized as a California Distinguished School.

23. Mountain Avenue Elementary Recognized as 2020 National Blue Ribbon School

The Board of Education would like to recognize Mountain Avenue Elementary for being named a 2020 National Blue Ribbon School by the U.S. Department of Education. This is the second time Mountain Avenue has been recognized as a Blue Ribbon School.

24. Glendale Unified High Schools Nationally Ranked by U.S. News and World Report

The Board of Education would like to recognize Clark Magnet, Crescenta Valley, Glendale, and Hoover High Schools for being ranked in the top 21% of high schools nationwide by U.S. News and World Report.

F. ACTION

1. Agreement with the YMCA of Glendale for Summer Camp Program at Selected Elementary Schools 10

The Superintendent recommends that the Board of Education approve an agreement with the YMCA of Glendale for Summer Camp Program at selected elementary schools in the amount of \$604,452 from July 6, 2021 through August 13, 2021, funded by COVID-19 funds.

2. Agreement with YMCA of the Foothills for Summer Camp Program at Selected Elementary Schools 28

The Superintendent recommends that the Board of Education approve an agreement with YMCA of the Foothills for Summer Camp Program at selected elementary schools in the amount of \$604,452 from July 6, 2021 through August 13, 2021, funded by COVID-19 funds.

3. Agreement with City of Glendale for Summer Camp Program at Selected Elementary School Sites 46

The Superintendent recommends that the Board of Education approve an agreement with the City of Glendale for Summer Camp Programs at two elementary schools in the amount of \$196,875 from July 6, 2021 through August 13, 2021, funded by COVID-19 funds.

4. Approval of Revisions to Board Policies Relating to Instruction 51

The Superintendent recommends that the Board of Education approve revised Board Policies (BP) 6112 (School Day) and BP 6146.1 (High School Graduation Requirements) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

G. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

May 25, 2021

ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Agreement with the YMCA of Glendale for Summer Camp Program at Selected Elementary Schools**

The Superintendent recommends that the Board of Education approve an agreement with the YMCA of Glendale for Summer Camp Program at selected elementary schools in the amount of \$604,452 from July 6, 2021 through August 13, 2021, funded by COVID-19 funds.

Glendale YMCA will provide full-day summer programming for the following three elementary schools sites: Balboa, Columbus, and R.D. White. Each site will host 120 students and operate from 7:00 a.m. to 6:00 p.m. YMCA camp nurtures the potential of youth to develop positive relationships and a sense of belonging, offers opportunities to build and strengthen positive character values and appreciate the difference in others, and will operate following all applicable COVID-19 health and safety protocols.

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") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and YMCA of Glendale, herein after referred to as ("Contractor").

The parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement from July 6, 2021 through August 13, 2021.

2. **Scope of Services**

Contractor will provide a full-day summer program for students enrolled in the District at the following three (3) elementary campuses: Balboa (1844 Bel Aire Dr., Glendale, CA 91201); Columbus (425 W Milford St., Glendale, CA 91203); and R.D. White (744 E Doran St., Glendale, CA 91206). Contractor will fully staff the program with the necessary personnel to cover every aspect required of a full day summer program including but not limited to the following areas of support: drop-off/pick-up, health screening of students, in classroom and outdoor activities with all necessary supplies and/or equipment, snack and lunchtime supervision, before and after childcare program to ensure hours of operation from 7:00 a.m. to 6:00 p.m., parent communication, following all Los Angeles County COVID-19 health and safety protocols, etc.

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

3. **Compensation**

District agrees to pay the Contractor for services rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Contractor shall invoice the District in two (2) installments comprised of one for the program weeks in July and one for the program weeks in August.

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

4. **Expenses**

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

5. **Materials**

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

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6. **Independent Contractor**

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

9. Conduct on District Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the 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 District premises. Contractor 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 District being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Contractor's personnel shall clearly identify themselves as Contractor's personnel and not as employees of the District. When on the District premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

10. Anti-Discrimination

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

11. Indemnification

Contractor agrees to defend, indemnify and hold harmless the District, its Board of Education, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or directly related to the negligence or willful misconduct of the Contractor in the performance of the Services, except for those incidents caused by the sole negligence, gross negligence or willful misconduct of the District (including related parties); Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers in all such aforesaid suits, actions, or legal proceedings arising from the Services provided by the Contractor and caused by the negligence or willful misconduct of Contractor, which are not caused by the sole negligence, gross negligence or willful misconduct of the District (including related parties). Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from the Services rendered by Contractor. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in successfully enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. Limitation of District Liability

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

13. Confidentiality

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

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other 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 original owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligations under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Contractor'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.

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14. Insurance

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance – 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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: David Greco

Contractor:

YMCA of Glendale

140 N Louise Street

Glendale, CA 912063

Attn: George Saikali

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: YMCA of Glendale

By: _____
Signature

President/CEO
Title

George Saikali
Print Name

Dated: _____, 2021

By: _____
Signature

Title

Print Name

Dated: _____, 2021

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

Information regarding Contractor:

License No.: _____

Employer Identification Number: _____

Address: 140 N Louise Street, Glendale, 91206

Telephone: 818-240-4030

Email: gsaikali@glenyma.org

Type of Business Entity:

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

Other: _____

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

Glendale Unified School District

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 2021

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

GUSD Summer Camp Program Scope

YMCA CAMP nurtures the potential of youth to develop positive relationships and a sense of belonging. Y camps offer opportunities to build and strengthen positive character values and appreciate the differences in others.

What Makes Camp Special

1. Y Camp activities create a foundation for building emotional intelligence and problem-solving skills in your camper.
2. Y Camps are led by caring and trained youth developers who are dedicated to bringing out what is special and unique about your camper.
3. At Y Camp you feel the welcoming and inclusive environment of Y camp in everything that we do
4. At Y Camp, integrating activity with nature is a priority that allows your camper to experience how great it feels to disconnect from electronics and connect with the great outdoors.
5. At Y Camp, your camper will gain independence, confidence, and develop a sense of responsibility for themselves.

Summer Camp Objectives

Teaching character development is an ongoing part of the camp staff's work— through the activities they plan, how they communicate with campers, and by the behavior they model.

Teach: I can **TEACH** them what it means to be caring, honest, respectful, and responsible.

Model: I can consistently **MODEL** the values with my attitudes and behavior so they can see the values in action.

Celebrate: I can **CELEBRATE** the values, holding them up as the right things to believe in and act upon

Experience: I can provide opportunities for them to **PRACTICE, EXPERIENCE,** and **FEEL** the values.

Witness: I can witness those choosing attitudes and behaviors consistent with the core values and **PRAISE** and **REINFORCE** their choices, mentioning the specific behaviors and values.

Confront: When they make choices inconsistent with the core values, I can **CONFRONT** them on their inappropriate choices in a caring and respectful way.

Weekly Scheduling (See Attached Schedule)

Family Group Pod Morning Celebration

- This is the time where they get to know all the campers in their family group.
- Time for team building

- Where they focus on Y core values of Caring, Honest, Respect, etc.

Morning Learning

- This is a time where counselors will do more educational activities (examples include: Story time, Designing a play, Creating your own story, etc.)

Outdoor Education/PE


- This is a time to be outside and do a variety of outdoor games/activities.

Counselors Corner

- This is a time where counselors will put together an activity that they are passionate about and lead it for the campers. (Examples include sports, arts, acting, etc.)

C.O.R.E

- This is a time that will be dedicated to sports, arts & crafts, science, and water play activities.

 FOR YOUTH DEVELOPMENT AND LEADERSHIP FOR SOCIAL RESPONSIBILITY					
GUSD CAMP					
Session 1	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:30-8:00	Camper Choice	Camper Choice	Camper Choice	Camper Choice	Camper Choice
8:00-10:00	Welcome & Rules	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)
11:00-12:00	CORE: Arts & Crafts	Morning Learning Story Time	Morning Learning Design your own Play	Morning Learning Story Time	Morning Learning Create your own Story
12:00-1:00	Lunch	Lunch	Lunch	Lunch	Lunch
2:00-2:30	CORE: Arts & Crafts	OUTDOOR ACTIVITY	CORE: Science	OUTDOOR ACTIVITY	CORE: Water Play
2:30-3:00	CORE: DIY Wind Chime	Paperbag Kite	OUTDOOR ACTIVITY	Counselor Corner	CORE: Balloon Pop Game
3:00-4:00	OUTDOOR ACTIVITY	Counselor Corner			Free Choice Activity
4:00-5:00	Camper Choice	Camper Choice	Camper Choice	Camper Choice	Camper Choice
5:00-6:00	Pod Time	Pod Time	Pod Time	Pod Time	Pod Time
Special Reminders	Complete Online Camp Doc prior to Monday! Sack lunch and snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, bathing suit, towel, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen

ADDENDUM B

“Cost Proposal”

Summer Day Camp
6 weeks of camp serving 120 campers per week
Per-Site Cost (for 6 weeks of programming)
Weekly costs Per-Site is \$33,580

Director	\$8,748
Site Supervisor	\$5,832
SACC Counselors	\$72,864
Counselors Assistant	\$45,360
Salaries NET	\$132,804
FICA/Workers Comp	\$18,593
Facility Rental/Meal - In-Kind	\$0
Field Trip Admissions	\$0
Clothing (camp shirt)	\$1,312
Supplies (Onsite Trips, Activities)	\$18,000
Other Expenses NET	\$37,905
EXPENSE NET	\$170,709
Admin Costs	\$30,775
TOTAL EXPENSE NET	\$201,484

Cost per Child/Week

\$280

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: YMCA of Glendale

Signature: _____

Print Name and Title: George Saikali – President/CEO

(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: Beth Crawford

Title: COO

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: George Saikali

Representative's Name and Title: President/CEO

Signature: _____

EXHIBIT "C"

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

The undersigned declares:

I am the President/CEO of YMCA of Glendale _____, 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 Glendale _____ [city], California _____ [state].

Signature

George Saikali

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 YMCA of Glendale__("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: YMCA of Glendale

Signature: _____

Print Name and Title: George Saikali President/CEO

GLENDALE UNIFIED SCHOOL DISTRICT

May 25, 2021

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Agreement with YMCA of the Foothills for Summer Camp Program at Selected Elementary Schools**

The Superintendent recommends that the Board of Education approve an agreement with YMCA of the Foothills for Summer Camp Program at selected elementary schools in the amount of \$604,452 from July 6, 2021 to August 13, 2021, funded by COVID-19 funds.

The Foothills YMCA will provide full-day summer programming for the following three elementary schools sites: Lincoln, Dunsmore, and Valley View. Each site will host 120 students and operate from 7:00 a.m. to 6:00 p.m. YMCA camp nurtures the potential of youth to develop positive relationships and a sense of belonging, offers opportunities to build and strengthen positive character values and appreciate the difference in others, and will operate following all applicable COVID-19 health and safety protocols.

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”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and YMCA of the Foothills, herein after referred to as (“Contractor”).

The parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement from July 6, 2021 through August 13, 2021.

2. **Scope of Services**

Contractor will provide a full-day summer program for students enrolled in the District at the following three (3) elementary campuses: Abraham Lincoln (4310 New York Ave, Glendale, CA 91214); Dunsmore (4717 Dunsmore Ave, Glendale, CA 91214); and Valley View (4900 Maryland Ave, Glendale, CA 91214). Contractor will fully staff the program with the necessary personnel to cover every aspect required of a full day summer program including but not limited to the following areas of support: drop-off/pick-up, health screening of students, in classroom and outdoor activities with all necessary supplies and/or equipment, snack and lunchtime supervision, before and after childcare program to ensure hours of operation from 7:00 a.m. to 6:00 p.m., parent communication, following all Los Angeles County COVID-19 health and safety protocols, etc.

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

3. **Compensation**

District agrees to pay the Contractor for services rendered pursuant to this Agreement a set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: Contractor shall invoice the District in two (2) installments comprised of one for the program weeks in July and one for the program weeks in August.

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

4. **Expenses**

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

5. **Materials**

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

///

6. **Independent Contractor**

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

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

///

9. Conduct on District Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the 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 District premises. Contractor 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 District being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Contractor's personnel shall clearly identify themselves as Contractor's personnel and not as employees of the District. When on the District premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

10. Anti-Discrimination

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

11. Indemnification

Contractor agrees to defend, indemnify and hold harmless the District, its Board of Education, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of the Contractor except for those incidents caused by the sole negligence, gross negligence or willful misconduct of the District (including related parties); the incidents which arise out of the negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers in all such aforesaid suits, actions, or legal proceedings arising from the Services provided by the Contractor, which are not caused by the sole negligence, gross negligence or willful misconduct of the District (including related parties). Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by Contractor. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection

therewith or in enforcing the indemnity, or in successfully enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. Limitation of District Liability

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

13. Confidentiality

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

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

///

14. Insurance

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance – 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

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

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

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

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

15. Termination

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

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

16. Certificates/Permits/Licenses

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

17. Delivery

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

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: David Greco

Contractor:

YMCA of the Foothills

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

19. Assignment

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

20. No Rights in Third Parties

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

21. Integration/Entire Agreement of Parties

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

22. Submittal of Documents

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

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

23. Force Majeure Clause

The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

24. California Law

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

25. Waiver

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

26. Severability

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

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

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

29. Attorneys' Fees and Costs

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

30. Headings

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

31. Signature Authority

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

32. Counterparts

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

SIGNATURE PAGE

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

Company Name: _____

By: _____
Signature

_____ Title

Dated: _____, 2021

_____ Print Name

By: _____
Signature

_____ Title

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; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.: _____

Employer Identification Number: _____

Address: _____

Telephone: _____

Email: _____

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

Other: _____

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

Glendale Unified School District

By: _____
Signature

Stephen Dickinson
Print Name

Chief Business Officer
Title

Dated: _____, 2021

ADDENDUM A

SCOPE OF WORK DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

GUSD Summer Camp Program Scope

YMCA CAMP nurtures the potential of youth to develop positive relationships and a sense of belonging. Y camps offer opportunities to build and strengthen positive character values and appreciate the differences in others.

What Makes Camp Special

1. Y Camp activities create a foundation for building emotional intelligence and problem-solving skills in your camper.
2. Y Camps are led by caring and trained youth developers who are dedicated to bringing out what is special and unique about your camper.
3. At Y Camp you feel the welcoming and inclusive environment of Y camp in everything that we do
4. At Y Camp, integrating activity with nature is a priority that allows your camper to experience how great it feels to disconnect from electronics and connect with the great outdoors.
5. At Y Camp, your camper will gain independence, confidence, and develop a sense of responsibility for themselves.

Summer Camp Objectives

Teaching character development is an ongoing part of the camp staff's work— through the activities they plan, how they communicate with campers, and by the behavior they model.

Teach: I can **TEACH** them what it means to be caring, honest, respectful, and responsible.

Model: I can consistently **MODEL** the values with my attitudes and behavior so they can see the values in action.

Celebrate: I can **CELEBRATE** the values, holding them up as the right things to believe in and act upon

Experience: I can provide opportunities for them to **PRACTICE, EXPERIENCE, and FEEL** the values.

Witness: I can witness those choosing attitudes and behaviors consistent with the core values and **PRAISE** and **REINFORCE** their choices, mentioning the specific behaviors and values.

Confront: When they make choices inconsistent with the core values, I can **CONFRONT** them on their inappropriate choices in a caring and respectful way.

Weekly Scheduling (See Attached Schedule)

Family Group Pod Morning Celebration

- This is the time where they get to know all the campers in their family group.
- Time for team building
- Where they focus on Y core values of Caring, Honest, Respect, etc.

Morning Learning

- This is a time where counselors will do more educational activities (examples include: Story time, Designing a play, Creating your own story, etc.)

Outdoor Education/PE


- This is a time to be outside and do a variety of outdoor games/activities.

Counselors Conner

- This is a time where counselors will put together an activity that they are passionate about and lead it for the campers. (Examples include sports, arts, acting, etc.)

C.O.R.E

- This is a time that will be dedicated to sports, arts & crafts, science, and water play activities.

 Session 1	GUSD CAMP FOR YOUTH DEVELOPMENT FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY				
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:30-8:00	Camper Choice	Camper Choice	Camper Choice	Camper Choice	Camper Choice
9:00-10:00	Welcome & Rules	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)	Family Group Pod Morning Celebration (CORE Values & Team Building)
11:00-12:00	CORE Arts & Crafts	Morning Learning Story Time	Morning Learning Design your own Play	Morning Learning Story Time	Morning Learning Create your own Story
12:00-1:00	Lunch	Lunch	Lunch	Lunch	Lunch
2:00-2:30	CORE Arts & Crafts	OUTDOOR ACTIVITY	CORE Science	OUTDOOR ACTIVITY	CORE Water Play
2:30-3:00	CORE DIY Wind Charm	Paperbag Kite	OUTDOOR ACTIVITY	Counselor Corner	CORE Balloon Pop Game
3:00-4:00	OUTDOOR ACTIVITY	Counselor Corner			Free Choice Activity
4:00-5:00	Camper Choice	Camper Choice	Camper Choice	Camper Choice	Camper Choice
5:00-6:00	Pod Time	Pod Time	Pod Time	Pod Time	Pod Time
Special Reminders	Complete Online Camp Doc prior to Monday! Sack lunch and snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, bathing suit, towel, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen	Bring a sack lunch & snacks, face covering, closed-toed shoes, reusable water bottle, sunscreen
Contact:	Heather Harris hharris@ymcafoothills.org	Phone:			YMCAfoothills.org
Location Address : TBD					

ADDENDUM B

“Cost Proposal”

Summer Day Camp
6 weeks of camp serving 120 campers per week
Per-Site Cost (for 6 weeks of programming)
Weekly costs Per-Site is \$33,580

Director	\$8,748
Site Supervisor	\$5,832
SACC Counselors	\$72,864
Counselors Assistant	\$45,360
Salaries NET	\$132,804
FICA/Workers Comp	\$18,593
Facility Rental/Meal - In-Kind	\$0
Field Trip Admissions	\$0
Clothing (camp shirt)	\$1,312
Supplies (Onsite Trips, Activities)	\$18,000
Other Expenses NET	\$37,905
EXPENSE NET	\$170,709
Admin Costs	\$30,775
TOTAL EXPENSE NET	\$201,484

Cost per Child/Week

\$280

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

Name: _____

Title: _____

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

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

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____

EXHIBIT "C"

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

(Public Contract Code section 7106)

The undersigned declares:

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

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

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

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

Signature

Print Name

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

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

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

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

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

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

GLENDALE UNIFIED SCHOOL DISTRICT

May 25, 2021

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Agreement with the City of Glendale for Summer Camp Program at Selected Elementary Schools**

The Superintendent recommends that the Board of Education approve an agreement with the City of Glendale for Summer Camp Programs at two elementary schools in the amount of \$196,875 from July 6, 2021 through August 13, 2021, funded by COVID-19 funds.

City of Glendale will provide full-day summer programming for Fremont (120 students) and Edison (55 students) Elementary schools. Camps will operate from 7:00 am to 6:00 pm. Camp nurtures the potential of youth to develop positive relationships and a sense of belonging, offers opportunities to build and strengthen positive character values and appreciate the difference in others, and will operate following all applicable COVID-19 health and safety protocols.

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.

Addendum A

Scope of Work

Contractor (City of Glendale) will provide a full-day summer program for students enrolled in the District at the following elementary campuses: Fremont Elementary School and Edison Elementary School. Contractor will fully staff the program with the necessary personnel to cover every aspect required of a full-day summer program including, but not limited to the following areas of support: drop-off/pick-up, health screening of students, in classroom and outdoor activities with all necessary supplies and/or equipment, snack and lunchtime supervision, before and after childcare program to ensure hours of operation from 7:00 a.m. to 6:00 p.m., parent communication, following all COVID-19 health and safety protocols, etc.

Program Dates and Times

The program will be broken down on a weekly basis with the following care options:

Week Number	Date	Care Option	Times
Week 4	July 6 through July 9, 2021 No Camp on July 5 due to Federal holiday	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.
Week 5	July 12 through July 16, 2021	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.
Week 6	July 19 through July 23, 2021	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.
Week 7	July 26 through July 30, 2021	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.
Week 8	August 2 through August 6, 2021	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.
Week 9	August 9 through August 13, 2021	Full Day	9:00 a.m. – 4:00 p.m.
		* Before Care	7:00 a.m. – 9:00 a.m.
		* After Care	4:00 p.m. – 6:00 p.m.

* A camper must be enrolled in the respective week's full day care option for them to be eligible for the respective before or after care option.

Campers cannot be dropped off prior to the respective care option registered for. They may be picked up prior to the end of the respective care option. Campers must be picked up no later than the end time of the respective care option.

Staffing

Contractor will be responsible for the recruitment and training of respective program staff in accordance with

the City's hiring process. The process includes a competitive recruitment, oral interview, conviction questionnaire, a physical exam inclusive of a drug test and TB test, and a live scan.

Contractor will be responsible for training the staff to work the program. Additional training will include, but not be limited to mandated reporting, CPR/First Aid training, and Harassment training. Staff training will be conducted in coordinate with the City's Human Resources Department and partner agencies that are knowledgeable about the topic.

Contractor will have a camper to staff ratio of 15 to 1 throughout the duration of the program, Monday through Friday, 7:00 a.m. to 6:00 p.m. While campers will not be accepted to check-in to camp prior to 7:00 a.m., in the event of late pick-up, staff will remain on site to supervise any child that is not picked up on time.

Staff schedules will be proportionate to the number of campers enrolled in the respective care option, however the minimum number of staff scheduled will be no less than two staff at any given time.

Staff Duties and Responsibilities

- Contractor staff will be responsible for daily sign-in and sign-out of campers inclusive of respective COVID-19 wellness screenings and health questionnaire.
- Staff will monitor camper behavior in accordance to the Contractor's summer camp policies and gently remind and enforce COVID-19 related protocols such as the use of face coverings, frequent hand washing, and social distancing.
- Staff will be responsible for implementing the group's daily schedule and leading and conducting activities based on the daily agenda.
- Staff will be responsible for reporting and documenting participant behavior as necessary and via the Camp Director, relay necessary information to the camper's parents respectively.
- Staff will be responsible for maintaining a fun and safe environment.

As a reference, below is a sample daily agenda:

Typical Day at Camp	
7:00 - 9:00 a.m. BEFORE CARE	Before Care Sign-In,.Camper led activities: board games, caroms, crafts, and coloring. Healthy Snack (camper can bring healthy snack i.e. yogurt, fruit, cereal bar, etc.)
9:00 - 9:30 a.m.	Sign In and Free Play, handwashing
9:30 – 10:30 a.m.	Small Group Roll Call, Camp Songs and Camp Updates, handwashing
10:30 – 11:30 a.m.	Camp Games, handwashing
11:30 - 12:00 p.m.	Transition (Restroom use and clean-up, small group assembly, handwashing)
12:00 - 1:00 p.m.	LUNCH, handwashing
1:00 - 1:15 p.m.	Transition (Restroom use and clean-up, small group assembly, handwashing)
1:15 - 2:15 p.m.	Camp Craft i.e. tye dye, painting, water colors, sand art, etc., handwashing
2:15 - 3:15 p.m.	Yoga, meditation, Thai chi exercises, handwashing
3:15 – 4:00 p.m.	Transition (Restroom use and clean-up, small group assembly, handwashing)
4:00 - 6:00 p.m. AFTER CARE	After Care or Camper Pick Up. Camper led activities: Healthy snack, board games, caroms, crafts, coloring

- In addition to staff directly responsible for the group's supervision, one additional staff person will be assigned to serve as the on-site Camp Director. This person will be the primary liaison between the Contractor and the parents. Site staff are responsible and report to the Camp Director.
- The Camp Director will not be assigned to a group and shall act as a substitute in the event a counselor needs to step away from the children for any reason.

- The Camp Director will be responsible for coordinating the location each group will use based on the daily agenda and prepare the necessary supplies and equipment for pick up by the group's lead employee.
- The Camp Director will be responsible for the records at each site. Records include emergency contact information for each camp enrolled for the respective week, authorized list of names who can pick up a child, medical information including allergies, as well as prescription medicine information.
- The Camp Director will also manage participant records documenting any behavior and disciplinary issues and concerns.

STAFF WILL NOT

- Contractor staff are not permitted to be alone with any one child.
- Contractor staff will not physically touch any camper for any reason including applying any topical sunscreen. Exception, CSP staff may intervene to prevent a child from getting injured as a result of a fall or possible collision during play.
- Unless it is an emergency, Contractor staff are not authorized to assist children with performing restroom related functions. Children enrolled in camp, must be able to perform all restroom related functions independently.
- Contractor staff will not perform custodial services. They will only do light cleaning to maintain a safe space and reduce the trash created from crafts and other activities.

Addendum B

Cost Proposal

Contractor anticipates the total cost of operating a six week, twenty-nine-day summer camp program, between July 6, 2021 through August 13, 2021 to be \$135,000 inclusive of salaries and benefits and supplies per site.

The breakdown is as follows:

Salaries and Benefits:	\$113,000
Maintenance and Operations:	\$22,000
Cost per week per child:	\$187.50

Contractor will invoice GUSD on the first of the month for services rendered for the previous month. The invoice will be broken down by the number of kids served per week per site multiplied by the cost per week per child at the rate listed above.

For services provided at Fremont Elementary School, the minimum charge for services provided will be for 120 children per week, no less than \$135,000.

For services provided at Edison Elementary School, the minimum charges shall be for services provided for 55 children per week, no less than \$61,875.

Contractor will provide GUSD with weekly enrollment rates and drop-out information. It will be GUSD's responsibility to ensure that all available spaces remain full in the event there is availability due to cancellations.

Payments will be made by check payable to the City of Glendale. Payment terms are net 30 days from the date invoice is received. Checks should be mailed to the following address:

City of Glendale
Community Services & Parks
613 E. Broadway Room 120
Glendale, CA 91206

GLENDALE UNIFIED SCHOOL DISTRICT

May 25, 2021

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: **Approval of Revisions to Board Policies Relating to Instruction**

The Superintendent recommends that the Board of Education approve revised Board Policies (BP) 6112 (School Day) and BP 6146.1 (High School Graduation Requirements) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 6112 - School Day

CSBA Update: April 2013
Last GUSD Update: November 2017

Board Policy (BP) 6112 is updated to include the grade level instructional minutes approved by the Board on March 6, 2018, for Grades 1-12 and August 14, 2018, for Transitional Kindergarten and Kindergarten.

The revision makes a slight change to the middle and high school minutes to account for a new seven-period day, block schedule, which will serve as the District's default schedule. The new schedule also adheres to the late-start requirements for middle and high schools, Education Code 46148, in which districts were to move start times to 8:30 a.m. The proposed revisions were developed in collaboration between District leadership and representatives from the Glendale Teachers Association.

When calculating the total number of instructional minutes, the time it takes students to travel between class periods is included in the total. In a seven-period blocked schedule, there are only three passing periods as opposed to five passing periods in a traditional six-period day. Over the course of a 180-day school year, the schedule redirects instructional minutes from passing periods and increases students' face time with teachers. Approximately two minutes a day (370 minutes total) is redirected for high schools and less than one minute a day (16 minutes total) for middle schools.

BP 6146.1 - High School Graduation Requirements

CSBA Update: December 2020

Last GUSD Update: February 2021

Board Policy (BP) 6146.1 is updated to eliminate the five-credit career preparation requirement, beginning with the class of 2022. This requirement is outdated since students are encouraged to identify, select and complete Career Technical Education (CTE) pathway programs, Visual and Performing Arts (VAPA) pathway programs and/or World Languages.

The revision to BP 6146.1 will also include language for VAPA to include CTE courses that are approved by the University of California Management Portal as VAPA-Interdisciplinary Art to be counted for the one-year VAPA graduation requirement.

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.

Instruction

School Day

The Board of Education shall fix the length of the school day subject to the provisions of law. (Education Code 46100)

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

Elementary Schools:

The District requirement for annual instructional minutes are:

- Transitional Kindergarten 40,500
- Kindergarten 42,300
- Grades 1-3 51,300
- Grades 4-6 54,900

The schedule for elementary schools shall include at least one daily period of recess of at least 20 minutes in length in order to provide students with unstructured but supervised opportunities for physical activity.

Secondary Schools:

The District requirement for annual instructional minutes are:

- Middle Schools (Grades 6-8) 61,356
- High Schools (Grades 9-12) 64,970

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

When schools maintain the total number of school days students attend, the Board of Education encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Legal Reference: Education Code, Sections 8970-8974; 37202; 37670; 46010; 46100; 46110-46119; 46140-46147; 46160-46162; 46170; 46180; 46190-46192; 46200-46206; 48200; 48663; 48800-48802; 51222; 51760-51769.5; 52325

Instruction

School Day

Policy Adopted: 06/03/1958

Policy Amended: 07/21/1959; 10/02/1962; 04/05/1971; 10/07/1980; 07/02/1985; 12/06/1994;
10/15/2002; 11/07/2017; 05/25/2021

(Formerly BP 6121)

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 diploma 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)

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

- d. Social Science - 3 years (30 credits), including 1 year World History, Culture and Geography, 1 year U.S. History, Culture and Geography, 1

Instruction

High School Graduation Requirements

semester American Government and Civics, and 1 semester Economics (Education Code 51225.3)

- e. World Languages/Languages other than English (LOTE)* - 1 year (10 credits) OR Visual and Performing Arts (VAPA) - 1 year (10 credits). A student who chooses to take one year of World Languages/LOTE to fulfill this requirement must also take at least one semester (5 credits) of VAPA (f).

* University of California A-G admission requirements include a minimum of 2 years of LOTE proficiency and 1 full year of VAPA credits.

- f. Visual and Performing Arts (VAPA)** - 1 year (10 credits) - VAPA course required unless fulfilled by "e" above or 1 year (10 credits) Career & Technical Education Course that qualifies as VAPA interdisciplinary art.

** A CTE course must be approved as a University of California A-G "P" interdisciplinary art in order to fulfill the GUSD graduation and A-G requirement. To be counted towards meeting GUSD 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)

Beginning with the class of 2022, career preparation (5 credits) is no longer a GUSD graduation requirement.

- 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

Instruction

High School Graduation Requirements

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 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. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they

Instruction

High School Graduation Requirements

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, 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. 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

Instruction

High School Graduation Requirements

ordinarily required for graduation and who is returning to the home country following the completion of one academic school year in the District.

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; 02/16/2021; 05/25/2021

(Formerly BP 5216)