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

# BOARD OF EDUCATION AGENDA

February 16, 2021 Meeting No. 16 Regular Meeting

# GLENDALE UNIFIED SCHOOL DISTRICT 223 North Jackson Street Glendale, California 91206

(818) 241-3111

# **BOARD OF EDUCATION MEETING NO. 16 Administration Center**

February 16, 2021

"Preparing our students for their future."

"Excelling Together with Endless Pathways for Success."

Please Note Times

4:30 P.M. - Opening,
Presentations
Student Board Member Report
Public Communication

**Closed Session** 

7:00 P.M. - Regular Meeting
Superintendent's Updates
Information, Action,
Consent Calendar,
Reports

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted.

In accordance with the Americans with Disabilities Act (ADA) the District will provide accommodations, with reasonable advanced notice, for any individual with a disability needing to <u>participate in the Board Meeting and/or</u> 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**

<u>PAGE</u>

#### A. **OPENING – 4:30 P.M.**

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance led by Katherine Weller, an 8<sup>th</sup> grade student at Rosemont Middle School.

#### A. OPENING - continued

#### 3. Certification of Compliance

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

#### 4. Approval of Agenda Order

#### B. PRESENTATIONS

#### 1. Student Voice Panel

The next Glendale Unified Student Voice Panel will be held via Zoom on February 23, 2021 from 5:30-7:30 p.m. A group of 15 panelists representing all five high schools make up the Student Voice Panel. The panel discussion will be moderated by Clark Magnet High School ASB President Ani Sahakyan.

#### 2. Career Technical Education Month

February is Career Technical Education (CTE) Month. Glendale Unified offers CTE programs, including opportunities for college dual enrollment and professional certifications at every middle and high school in the district.

### 3. Visual and Performing Arts (VAPA) Shines

Teacher, Rebecca Perez, will present Toll Middle School's student work including Cultural Art: Papel Picado and Islamic Name Designs.

## 4. Working Group to Ensure Culturally Relevant and Responsive Education Update

This year, Glendale Unified launched a Working Group to Ensure Culturally Relevant and Responsive Education, made up of students, teachers, school and district administrators and staff, parents/guardians, and community members. The CRRE Working Group focuses on five key areas: eliminating bias in curricula and instructional materials, actively recruiting a more diverse workforce and providing professional development to ensure culturally competent, anti-biased leadership, analyzing student discipline data and continuing the use of Restorative Practices to build community, engaging students and families, and connecting with community partners to proactively develop inclusive school communities. CRRE Working Group committee leaders will share an update on their progress over the past year.

#### C. STUDENT BOARD MEMBER REPORT

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

#### D. COMMUNICATIONS FROM THE PUBLIC

 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 <a href="www.gusd.net/communication">www.gusd.net/communication</a> 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: <a href="https://glendaleusd.zoom.us/j/88949895179">https://glendaleusd.zoom.us/j/88949895179</a>
- 4. Only those who have completed the speaker sign up survey will be allowed to enter the Zoom meeting.
- 5. When it is time for a speaker to address the Board, their name will be called and the microphone on their Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board
- 6. Speakers should rename their Zoom profile to their real name to expedite this process.
- 7. Speakers are requested to state their name prior to addressing the Board.
- 8. After a speaker completes their public comment or if the five minute time limit has been reached, the microphone for the speaker's Zoom profile will be muted.
- 9. The speaker sign up survey and Zoom teleconference links will be closed following the Public Communications portion of the meeting.
- 10. If you wish to make a public comment and do not have access to the internet, please call the Glendale Unified Public Information Office at 818-241-3111 x1218 by 3:30 p.m. on the day of the meeting to make alternate arrangements.

#### E. CLOSED SESSION

1. Conference with Labor Negotiators pursuant to Government Code § 54954.5

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

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

#### E. CLOSED SESSION - continued

3. Conference with Legal Counsel-Existing litigations pursuant to Government Code Code Section §54956.9 (d)(1)

Case No. LA-CO-1800-E

Case No. LA-CE-6596-E

Case No. 2:20-CV-01101

#### F. RETURN TO REGULAR MEETING – 7:00 P.M.

#### G. SUPERINTENDENT'S UPDATES

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

#### H. INFORMATION

1. History-Social Science Instructional Material Adoption Recommendation for Grades 6-12

This report will provide the Board of Education with information on the process followed and recommendation for the adoption of Teachers' Curriculum Institute (TCI) instructional materials for History-Social Science in Grades 6-12 starting in the Fall of 2021.

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2. Proposed Basic Textbooks for Use in Middle Schools in the Area of World
Languages and Cultures

The proposed textbooks (Korean for Overseas Koreans 3-2; Korean for Korean Language Learners 4-1 and 4-2; Korean for Korean Language Learners 5-1 and 5-2) are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

3. Consolidated Application and Reporting System (CARS) – Winter Collection Update for Categorical Programs 2020-21

This information report provides the Board of Education with an update of the Consolidated Application and Reporting System (CARS) Winter Collection 2020-21.

4. Proposed Revisions to Board Policies Relating to Personnel

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 4119.25/4219.25/4319.25 (Political Activities of Employees) and BP 4140/4240/4340 (Bargaining Units) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

#### H. INFORMATION - continued

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

#### I. ACTION

# 1. 2021 California School Boards Association (CSBA) Delegate Assembly Election 29

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The Superintendent recommends that the Board of Education vote for no more than two candidates for the CSBA Delegate Assembly, Subregion 23-A.

# 2. Approval to Award Bid Number P-18-20/21 to Los Angeles County Office Of Education (LACOE) for District Internet Services

The Superintendent recommends that the Board of Education award Bid No. P-18-20/21 to LACOE for a 3-year agreement for District Internet services from July 1, 2021 through June 30, 2024 in the amount of \$76,827.52 annually, paid from the General Fund.

# 3. Approval to Award Bid Number P-17-20/21 to Spectrum Enterprise for WAN Data Circuits

The Superintendent recommends that the Board of Education award Bid No. P-17-20/21 to Spectrum Enterprise for a 3-year agreement for WAN data circuits from July 1, 2021 through June 30, 2024 in the amount of \$142,512 annually, paid from the General Fund.

#### 4. Nearpod Renewal for the 2021-22 School Year

The Superintendent recommends that the Board of Education approve the renewal of a contract with Nearpod in the amount of \$188,500 to provide continued access to the Nearpod Platform, Lesson Library and Flocabulary for the 2021-2022 school year.

# 5. Approval of Services Agreement Between Glendale Unified School District and Sign Up Interpreting Services LLC

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Sign Up Interpreting Services LLC for providing certified American Sign Language (ASL) interpreters not to exceed \$75,000 for the remainder of 2020-2021 school year.

#### 6. Approval of FACTS Program Curriculum Adoption

The Superintendent recommends that the Board of Education approve the adoption of Teach Town as the curriculum for GUSD's 18-22-year-old students at the FACTS program. The student licensing costs for this program will not exceed \$10,000.

#### I. **ACTION - continued**

#### 7. Variable Term Waiver Request for Bilingual Crosscultural Language and Academic Development (BCLAD) for the 2020-2021 School Year

The Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits.

8. Memorandum of Understanding with CSEA regarding Coronavirus Response: **Distance/Hybrid Learning** 

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding between the Glendale Unified School District and the California School Employees Association and its Chapter #3 dated January 8, 2021.

#### J. CONSENT CALENDAR

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

1. Minutes

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

a. Regular Meeting No. 15 February 2, 2021

#### 2. Certificated Personnel Report No. 11

The certificated report recommends approval of the following:

A maternity leave of absence, extension of maternity leaves of absence, a parental leave of absence, a change of parental leave of absence, an extension of health leave of absence, a family & medical leave of absence, an extension of family & medical leave of absence, a certification authorization, an election hourly/daily, additional compensation, revisions to previous personnel reports, a personal services agreement and a conference/workshop/meeting authorization.

#### Classified Personnel Report No. 11 3.

The classified report recommends approval of the following:

Medical leave of absence; extension of medical leave of absence; family & medical leave of absence; election from eligibility list; change of assignments; revisions to previous board reports; and personal services agreement.

112 4. Warrants

The Superintendent recommends that the Board of Education approve Warrants totaling \$18,996,114.41 for January 1, 2021 through February 10, 2021.

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#### J. CONSENT - continued

5. Purchase Orders 117

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$878,307.22 for the period of January 25, 2021 through February 5, 2021.

#### 6. Appropriation Transfer and Budget Revision Report

127

Budget revisions and transfers reflect changes to existing budget appropriations necessitated by increases or decreases to previously established income and expenditure accounts. The Education Code requires Board of Education approval of all budget.

# 7. Approval of a Services Agreement between Glendale Unified School District and Matt Wilhelm, Inc.

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Matt Wilhelm, Inc. in the amount of \$475.00 to provide a virtual assembly on bullying prevention to students at Chamlian Armenian School.

#### 8. Approval of Revisions to Board Policies Relating to Community Relations, Students and Instruction

The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 1312.3 (Uniform Complaint Procedures); BP 5126 (Awards for Achievement); BP 6146.1 (High School Graduation Requirements); BP 6146.2 (Certificate of Proficiency/High School Equivalency); and BP 6159 (Individualized Education Program) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

#### 9. Agreement with Grand Canvon University

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The Superintendent recommends that the Board of Education approve the Student Teaching Affiliation Agreement with Grand Canyon University.

#### 10. Acceptance of Gifts

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

#### K. REPORTS AND CORRESPONDENCE

- 1. Board
- 2. Superintendent

#### L. ADJOURNMENT

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### **INFORMATION REPORT NO. 1**

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: History-Social Science Instructional Material Adoption

**Recommendation for Grades 6-12** 

This report will provide the Board of Education with information on the process followed and recommendation for the adoption of Teachers' Curriculum Institute (TCI) instructional materials for History-Social Science in Grades 6-12 starting in Fall 2021.

The Glendale Unified School District (GUSD) History-Social Science Curriculum Study Committee (H-SS CSC) completed the review process of potential instructional materials, including a one-semester pilot of both McGraw Hill and TCI instructional materials. The H-SS CSC made a unanimous recommendation at their December 8, 2020, meeting to adopt instructional materials from TCI for grades 6-12 (excluding ninth grade). An additional voting member representing sixth grade elementary H-SS was included in the CSC vote. The Teaching and Learning (T&L) team hosted two parent information nights to present information and gather input. The parent input was shared with the adoption committee, principals, and District staff. The middle school principals approved the recommendation for TCI adoption on February 9, 2021, and the high school principals approved on February 5, 2021. The process outlined in Administrative Regulation 6141 was followed in the selection and recommendation of instructional materials for H-SS using evidence and rubrics to build consensus.

#### **Adoption Committee Process**

During the 2019-2020 school year, representatives of all H-SS subjects and secondary schools along with several sixth grade elementary representatives met to prepare for the adoption of new instructional materials for implementation in Fall 2021. The Instructional Materials Team (H-SS IM Team) spent several days of training and collaboration to:

- Review the standards, framework, and FAIR Act
- Develop essential questions for grades 6-12
- Review rubrics (CHSSP and FAIR) to be used in the selection of instructional materials.

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The selection of instructional materials was based on the use of these detailed rubrics and the evidence found in the programs reviewed by the H-SS IM Team. Throughout the two-year process, leaders of H-SS CSC and the H-SS IM Team, which included one H-SS CSC member from each middle and high school as well as one representative for each grade level from each middle and high school site, regularly met with and informed their site department members of process and progress.

#### Members of the H-SS IM Team

# 6<sup>th</sup> Grade Elementary

- Mountain Avenue Kelly Schroeder\*
- Glenoaks Matt Hamo\*

#### Roosevelt Middle School

- Elwing Gonzalez\* 8<sup>th</sup>
- Sandra Garcia\* 7th

#### Rosemont Middle School

- Angelina Dawson 7<sup>th</sup>
- Stacy Fox\* 8<sup>th</sup>

#### Toll Middle School

- Nancy Hawker 6<sup>th</sup>
- Michael Panikowski\* 7<sup>th</sup>
- Katherine Fabanish 8<sup>th</sup>

#### Wilson Middle School

- Robin Lamoreaux 6<sup>th</sup>
- Chris Markos 7<sup>th</sup>
- Christina Thomas\* 8<sup>th</sup>

#### Clark Magnet High School

- Chris Davis 10<sup>th</sup>
- Patrick Davarhanian\* 11<sup>th</sup>
- Vardan Mikaleyan 12<sup>th</sup>

# Crescenta Valley High School

- Amber McLeod\* 9<sup>th</sup>, 10<sup>th</sup>
- Pia Hugo 10<sup>th</sup>
- Laura Beers-Dannerth 11<sup>th</sup>
- Christina Manukyan 12<sup>th</sup>

#### Daily High School

- Alis Ovsepyan-Kmbikyan 10<sup>th</sup>
- Kathleen Collins\* 11<sup>th</sup>
- Antonia Piscitelli
- Carrasco\* 11<sup>th</sup> & 12<sup>th</sup>
- Jack Bowman 11<sup>th</sup> & 12<sup>th</sup>

#### Glendale High School

- Brandon Weisman 9<sup>th</sup>
- Chris O'Malley\* 10<sup>th</sup>
- Joseph Benkovich 11<sup>th</sup>
- Marcus Whithorne 12<sup>th</sup>

#### Hoover High School

- Jason Umansky 9<sup>th</sup>
- Azad Herabidian 10<sup>th</sup>
- Edgar Melik-Stepanyan\* 11<sup>th</sup>
- Anthony Peterson\* 12<sup>th</sup>

<sup>\*</sup>Voting Member of H-SS CSC on December 8, 2020

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#### **Programs Reviewed**

The H-SS IM Team reviewed programs from four publishers who met the initial screening criteria:

- Savvas (formerly Pearson)
- Cengage/National Geographic
- TCI (Teachers Curriculum Institute)
- McGraw Hill

In Spring 2020, the team narrowed from four to two for detailed consideration: TCI and McGraw Hill.

#### Pilot for Fall 2021

Following July 2020 presentations from both TCI and McGraw Hill, the Teaching and Learning (T&L) department arranged with both TCI and McGraw Hill to pilot the online only versions of their materials at no cost for all H-SS teachers in grades 6-12 for the Fall 2020 semester. The pilot only included digital materials. The purpose of the pilot was to:

- Provide all 6-12 GUSD teachers access to quality online materials during distance learning.
- Enable the H-SS IM Team to thoroughly vet both sets of materials to gain a full understanding of the strengths and weaknesses of each program while adding evidence to the rubrics.

Members of the H-SS IM Team piloted both sets of materials. H-SS teachers who are not on the H-SS IM Team had the option to use TCI, McGraw Hill, both programs, or neither program. They provided input to the school site representative on the H-SS IM Team. Sixth grade elementary teachers were encouraged to continue using TCI because they had been using it since last Spring, but they had access to both programs. The sixth grade elementary members of the H-SS IM Team piloted both TCI and McGraw Hill along with the rest of the H-SS IM Team.

The members of the H-SS IM Team met regularly during the pilot to review the rubrics and gather evidence from both programs. In November and December, the H-SS IM Team reviewed the results of the pilot and used the evidence and rubrics to reach a consensus among all grade level teams that TCI was the best fit for GUSD students and teachers.

#### Family Engagement

The T&L department hosted an initial Parent Night on November 5, 2020, to provide information on the H-SS instructional materials adoption process. Over 30 parents

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attended this first parent night along with 11 GUSD staff members, including translators. The presentation included the process overview of the Elementary Curriculum Review Committee (CRC) and the Grade 6-12 CSC and a review of the various resources and rubrics the teams are using to inform their evidence-based decisions:

- California History-Social Science Framework (including highlights of where the framework already includes culturally relevant and responsive content)
- FAIR Act and its focus on traditionally under-represented groups
- C3 Framework and its focus on inquiry
- Rubrics (CHSPP and FAIR) being used by the adoption committees to focus their selection on evidence
- Social Justice Standards from Teaching Tolerance as a supplement being considered in all subject areas, including History-Social Science

Following lively discussions of each resource, a poll was used to gather input from parents on what they considered most important in selecting new materials for H-SS. The four most important components of a new program in the view of this stakeholder group were:

- Promotes inquiry and critical thinking
- Culturally relevant and responsive
- Understanding multiple perspectives
- Emphasis on citizenship

A second parent night was held on January 27, 2021, to provide more detailed information on the recommendation of TCI for grades 6-12. There were 21 parents/guardians in attendance. After a brief review of the process, representatives from TCI provided a thorough review of the program from the student and teacher perspective. A poll was conducted at the end to get feedback on whether or not the group saw evidence of the top four priorities established in the first meeting.

The chart below summarizes the parent input from both meetings on their priorities.

Most Important	No. who selected	No. saw strong	No. saw some
Component:	at Nov 5 meeting	evidence Jan 27	evidence Jan 27
Promotes inquiry and critical thinking	26	7	3
Culturally relevant and responsive	17	7	3
Understanding multiple perspectives	16	5	5

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Most Important	No. who selected	No. saw strong	No. saw some
Component:	at Nov 5 meeting	evidence Jan 27	evidence Jan 27
Emphasis on citizenship	11	6	4
Accessible for all learners	8		
Supports language and literacy development	5		
Addresses all of the content in the framework	4		

No participants selected "I saw little evidence" or "I did not see any evidence." Ten of the 21 parents/guardians in attendance responded to the poll.

The results of the first poll were shared with the adoption committees prior to their final recommendations. The results of both polls were shared with principals and District staff prior to their recommendations.

### **Next Steps**

TCI has agreed to continue free access to electronic instructional materials K-12 throughout the Spring semester as the adoption recommendation is approved and formalized.

The K-5 H-SS CRC is continuing their review process. The final recommendation will be presented to the Board later this Spring for grades K-5.

Pending Board approval, the T&L department will begin the process of ordering instructional materials for delivery to sites in May or June and provide training on the new materials to teachers with a variety of options in the Spring, Summer, and early Fall. The new TCI materials will be implemented in classrooms in August 2021. The old instructional materials will be recycled.

The estimated cost for the instructional materials is \$2,400,000 and will be funded through Educational Services funds. The recommendation to adopt TCI for grades 6-12 will be presented to the Board of Education as an Action item on March 9, 2021.

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Proposed Basic Textbooks for Use in Middle Schools in the

Area of World Languages and Cultures

The proposed textbooks (Korean for Overseas Koreans 3-2; Korean for Korean Language Learners 4-1 and 4-2; Korean for Korean Language Learners 5-1 and 5-2) are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

#### **MIDDLE SCHOOLS**

#### **Department: World Languages and Cultures**

Korean FLAG, Grade 6

Korean for Overseas Koreans 3-2

(Basic)

Published by Ministry of Education, 2017

Korean FLAG, Grade 7

Korean for Korean Language Learners 4-1 and 4-2

(Basic)

Published by Ministry of Education, 2017

Korean FLAG, Grade 8

Korean for Korean Language Learners 5-1 and 5-2

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> (Basic) Published by Ministry of Education, 2017

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### **INFORMATION REPORT NO. 3**

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access, and Family

Engagement

Luz Zuluaga, Accounting Technician, Equity, Access, and Family

Engagement

SUBJECT: Consolidated Application and Reporting System (CARS) -

Winter Collection Update for Categorical Programs 2020-21

This information report provides the Board of Education with an update of the Consolidated Application and Reporting System (CARS) Winter Collection 2020-21.

At its meeting on June 16, 2020, the Board of Education approved the submission of the annual Consolidated Application (ConApp) to the California Department of Education (CDE) for federal grants. The application is submitted online through a web-based system with two data reporting periods: spring (due on June 30) and winter (due on February 28).

The preliminary Title I allocation from June 2020 was revised by CDE in July 2020 and then again in December 2020. School allocations were based on the July revision. The December reduction of the Title I allocation will not impact the school budgets.

Title II-Part A, Title III-Part A, and Title IV-Part A allocations are handled at District level and do not affect the sites.

The following table demonstrates the revised allocations for the fiscal year 2020-21:

Federal Source	Preliminary Allocation (June 2020)	Revised Allocation (July 2020)	Revised Allocation (December 2020)
Title I, Part A, Basic Grant	\$5,688,136	\$6,214,657	\$6,179,582
Title II, Part A - Supporting Effective Instruction	\$711,659	0	\$821,535

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Federal Source	Preliminary Allocation (June 2020)	Revised Allocation (July 2020)	Revised Allocation (December 2020)
Title III, Part A, Program for English Learner	\$646,069	0	\$685,027
Title IV, Part A, Student Support and Academic Enrichment	\$417,834	0	\$473,660

#### Title I, Part A

Title I, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESEA), provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.

#### Title II, Part A

The purpose of this subpart is to provide supplemental activities such as induction programs, professional development, equitable access to quality educators and recruitment for hard-to-find educator positions. The goal is:

- to strengthen the quality and effectiveness of teachers, principals, and other school leaders;
- to increase student achievement consistent with the challenging state academic standards;
- to improve the quality and effectiveness of teachers, principals, and other school leaders;
- to increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and
- to provide low-income and minority students greater access to effective teachers, principals, and other school leaders.

#### Title III, Part A

The purpose of this subpart is to help ensure that English learners, including immigrant children and youth, attain English proficiency and develop high levels of academic achievement in English. The goals are:

- to assist all English learners, including immigrant children and youth, to achieve at high levels in academic subjects so that all English learners can meet the same challenging State academic standards that all children are expected to meet;
- to assist teachers, principals and other school leaders, local educational agencies, and schools in establishing, implementing, and sustaining effective

Glendale Unified School District Information Report No. 3 February 16, 2021 Page 3

- language instruction educational programs designed to assist in teaching English learners, including immigrant children and youth;
- to assist teachers, principals and other school leaders, and local educational agencies to develop and enhance their capacity to provide effective instructional programs designed to prepare English learners, including immigrant children and youth, to enter all-English instructional settings; and
- to promote parental, family, and community participation in language instruction educational programs for the parents, families, and communities of English learners.

#### Title IV, Part A

The purpose of this subpart is to improve students' academic achievement by increasing the capacity of states, local educational agencies (LEAs), schools, and local communities:

- to provide all students with access to a well-rounded education;
- to improve school conditions for student learning; and
- to improve the use of technology in order to improve the academic achievement and digital literacy of all students.

# **School Site Responsibilities:**

Each school is required to have a comprehensive school plan known as a School Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement through supplementary effective research-based services and programs to improve student achievement for the targeted population(s). Activities to support parent involvement must also be included. Each school's School Site Council is required to provide input and recommend the SPSA to the Board for approval. The Director of Equity, Access and Family Engagement with the Accounting Technician meet with each principal and support staff to review compliance and appropriate expenditure of funds.

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

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### **INFORMATION REPORT NO. 4**

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Proposed Revisions to Board Policies Relating to Personnel

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 4119.25/4219.25/4319.25 (Political Activities of Employees) and BP 4140/4240/4340 (Bargaining Units) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

### **BP 4119.25/4219.25/4319.25 – Political Activities of Employees**

CSBA Update: December 2020 Last GUSD Update: February 2004

This BP is updated to recognize the importance of employee political activity, voting, and civic engagement, and reflect Pickering v. Board of Education Township High School District regarding the prohibition against dismissing or demoting an employee due to engagement in constitutionally protected political activity.

# **BP 4140/4240/4340 – Bargaining Units**

CSBA Update: December 2020 Last GUSD Update: January 2019

This BP is updated to reflect Public Employment Relations Board decisions regarding the wearing of union buttons, clarify material regarding employees in management, senior management, and confidential positions, divide material regarding "Access to Employee Orientations" and "Access to Employee Contact Information," and add section on "Communication with Employees" with materials formerly in AR 4119.25/4219.25/4319.25 – Political Activities of Employees.

The proposed revisions to these policies are presented to the Board for first reading. Should the consensus be to move forward, the policies will be on the March 9, 2021 meeting agenda for approval. Upon approval of the BPs, revisions will be made to the

Glendale Unified School District Information Report No. 4 February 16, 2021 Page 2

accompanying Administrative Regulations as needed following the normal District process.

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

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 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.

# DRAFT

Glendale Unified School District Board Policy

BP 4119.25, 4219.25, 4319.25 Page 1 of 1

# Political Activities of Employees

The Governing Board recognizes the importance of political activity, voting, and civic engagement, and respects the right of school District employees to engage in political discussions and activities as individuals on their own time and at their own expense. On When engaging in such occasions activities, employees shall make it clear that they are acting as individuals on their own behalf and not as representatives of the District.

Like other citizens, employees <u>District employees</u>, as members of the community, may use school facilities for meetings, including political activities, as permitted under the Civic Center Act and <u>District policy</u>.

Employees shall refrain from prohibited <u>political</u> activities identified in law, <u>Board policy</u>, and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

Legal Reference:

Education Code, Sections 7050-7057 7050-7058, 38130-38139, 51520

Elections Code, Section 18304

Government Code, Sections 3543.1, 8314, 82041.5

Penal Code, Section 424

Policy Adopted:

02/03/2004

Policy Amended:

--/--/2021

# **DRAFT**

Glendale Unified School District Board Policy BP 4140, 4240, 4340 Page 1 of 6

### <u>Personnel</u>

# **Bargaining Units**

The Governing Board recognizes the right of District employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the District. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The District shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

The District shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

Employees shall not be prohibited form wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

#### Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit.

The District may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

- 1. The bargaining unit includes all supervisory employees.
- 2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves

#### Personnel

### **Bargaining Units**

individually. For purposes other than negotiations and bargaining, such employees or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the District. For this purpose: (Government Code 3540.1, 3543.4)

- 1. Management employee means any employee who has significant responsibilities for formulating District policies or administering District programs, and whose position is designated as a management position by the Board.
- 2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

### Membership

The District shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in employee organizations. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with District employees regarding their rights under the law. Such communication shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the District and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the District's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code

Glendale Unified School District Board Policy

BP 4140, 4240, 4340 Page 3 of 6

Personnel Personnel

**Bargaining Units** 

<u>3553)</u>

# Access to Employee Orientations and Contact Information

The District shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The District shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the District's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the District and the exclusive representative, following a request to negotiate by either party. If the District and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The District and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the District's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

# Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the District, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information on in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

Glendale Unified School District Board Policy

BP 4140, 4240, 4340 Page 4 of 6

<u>Personnel</u>

**Bargaining Units** 

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the District shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the District unless the list is only used by the District to contact the employee. (Government Code 3558, 6207, 6254.3)

### Communication with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use District facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to District means of communication shall be limited in cases where such access would be disruptive to District operations.

# Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the District shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the District, the District shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the District a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the District. The employee organization shall indemnify the District for any employee claims regarding

### Personnel

# **Bargaining Units**

payroll deductions made by the District in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the District shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the District. The employee organization shall be responsible for processing these requests. The District shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the District for any claims made by an employee for deductions made by the District in reliance on information from the employee organization. (Education Code 45060, 45168)

Legal Reference:

Education Code, Sections 45060-45061.5; 45100.5; 45104.5; 45108.5; 45108.7; 45168; 45220-45320

Government Code, Sections 3540-3549.3; (especially: 3540.1; 3543.4; 3545); 3550-3552; 3555-3559; 6205-6210; 6254.3; 6503.5; 53260-53264

Code Of Regulations, Title 8, Sections 33015-33490; 33700-33710; 34020; 34055

Court Decisions:

Janus v. American Federation of State, County and Municipal

Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Management Resources:

Web-Sites:

CSBA: http://www.csba.org

Association of California School-Administrators: http://www.acsa.org

California Federation of Teachers: http://www.cft.org

California-School Employees Association: http://www.csea.com

California-Teachers Association: http://www.cta.org

# Glendale Unified School District Board Policy

BP 4140, 4240, 4340 Page 6 of 6

# Personnel

# **Bargaining Units**

Public Employment Relations Board: http://www.perb.ca.gov

Policy Adopted:

02/03/2004 (BP 4140, 4240)

Policy Amended:

09/01/2015

Policy Adopted:

11/28/2017 (BP 4140, 4240, 4340)

Policy Amended:

01/15/2019; --/--/2021

Formerly BP 4000

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### INFORMATION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations

Officer/Director of Classified Personnel

SUBJECT: ACKNOWLEDGEMENTS OF SERVICE

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

# Resignations:

1. Contreras, Jackeline 1/29/21

Education Assistant I

Horace Mann Elementary School

2. Morris, Kaya 2/12/21

Behavior Intervention Assistant Special Education Department

# Revision to Previous Retirement

Carroll, Richard Effective 12/31/2020

Maintenance Team Leader 35 years, 8 months of service

Facilities & Support Operation Department

Change date to read: Effective 10/26/2021

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

**ACTION REPORT NO. 1** 

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: 2021 California School Boards Association (CSBA) Delegate

**Assembly Election** 

The Superintendent recommends that the Board of Education vote for no more than two candidates for the CSBA Delegate Assembly, Subregion 23-A.

The CSBA's Delegate Assembly is a vital link in the Association's governance structure. The CSBA's Delegate Assembly sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors and Executive Committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the State. Delegates serve two-year terms.

The Glendale Unified School District is part of Subregion 23-A of the CSBA. In the election for the delegate representatives for this region, there are two candidates running for two vacancies as listed below:

Jennifer Freemon, Glendale Unified School District Suzie Abajian, South Pasadena Unified School District

The biographical sketch form and resume, if submitted, for each candidate running for the Delegate Assembly, Subregion 23-A, are attached.

The Board of Education has one vote for each vacancy within its constituency. However, the Board may cast no more than one vote for any one candidate. Voting must be by official action of the Board of Education. Ballots must be postmarked by Monday, March 15, 2021, to be valid.

Election results will be posted on the CSBA's website no later than April 1, 2021. Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023.



# REQUIRES BOARD ACTION

# Due: Mon. March 15—return ballot in enclosed envelope

January 29, 2021

#### MEMORANDUM

To:

All Board Presidents and Superintendents — CSBA Member Boards

From:

Suzanne Kitchens, CSBA President

Re:

2021 Ballot for CSBA Delegate Assembly — U.S. Postmark Deadline is Mon. March 15

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 15, 2021.

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2021 – March 31, 2023. Following the election, an updated list of all Delegates will be available on CSBA's website no later than April 1, 2021. The next meeting of the Delegate Assembly takes place on Saturday, May 15 and Sunday, May 16, 2021. Please do not hesitate to contact Jamille Peters at jpeters@csba.org should you have any questions.

Encs:

Ballot on red paper and watermarked "copy" of ballot on white paper

List of all current Delegates on reverse side of ballot

Candidate(s)' required Biographical Sketch Forms and optional resumes

CSBA-addressed envelope to send back ballots

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY**, **MARCH 15**, **2021**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

# OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT SUBREGION 23-A (Los Angeles County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

Delegates will serve two-year terms beg	rinning April 1, 2021 - March 31, 2023
*denotes incumbent	
Suzie Abajian (South Pasadena USD)*	
Jennifer Freemon (Glendale Unified SD)*	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

# REGION 23 - 12 Delegates (11 elected/1 Appointed♦)

**Director: Helen Hall (Walnut Valley USD)** 

Below is a list of all elected or appointed Delegates from this Region.

# Los Angeles County: San Gabriel Valley & East Los Angeles Subregion 23-A

Suzie Abajian (South Pasadena USD), term expires 2021 Jennifer Freemon (Glendale USD), term expires 2021 Gregory Krikorian (Glendale USD), term expires 2022 Gary Scott (San Gabriel USD), term expires 2022

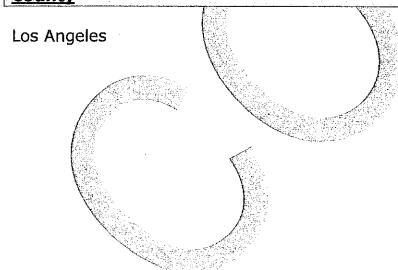
# Subregion 23-B

Adam Carranza (Mountain View ESD), term expires 2021 David Diaz (El Monte Union HSD), term expires 2021 Elizabeth Rivas (El Monte City SD), term expires 2022

# Subregion 23-C

Cory Ellenson (Glendora USD), term expires 2022
Steven Llanusa (Claremont USD), term expires 2022
Christina Lucero (Baldwin Park USD), term expires 2021
Eileen Miranda Jimenez (West Covina USD), term expires 2021
Roberta Perlman (Pomona USD) , appointed term expires 2021

# County



# Delegate Assembly Appointed Biosketch Form for 2021



Deadline: Thursday, January 7, 2021

Please submit completed form via e-mail to <u>nominations@csba.org</u> no later than anuary 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691.

Your signature indicates your consent to serve as a Delegate. Signature: Sign	Date: 11/20/2020
Name: Jennifer Freemon	CSBA Region & subregion #: 23-A
District or COE: Glendale Unified School District	Years on board: 5.5
Profession: <u>Educator</u> Contact Number (E Primary E-mail: jfreemon@gusd.net	<b>■ Cell □ Home □ Bus.):</b> 818-388-1251
	rou became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am a passionate public education advocate who is committed to full and fair state funding for public schools. I would like to continue as a delegate to empower school Boards in their efforts to build and maintain quality public schools at the local level. I am excited to bring several years of public school teacher experience to the delegate assembly. Moreover, I have served as a leader on multiple community organizations, including my role on the Glendale USD Board. Some experiences I bring to the delegate assembly center around budget and charter school challenges, and a variety of community issues around district boundaries and facility improvements bonds.

Please describe your activities and involvement on your local board, community, and/or CSBA.

My local Board serves 26000 students and is actively engaged in advocacy on many levels. Together, we passed a \$285 million facilities bond. Collectively, we approve and monitor a \$300 million annual budget. As a Board member, I am engaged with our staff in the examination of academic programs such as our dual immersion and CTE programs. I serve on various Board appointed subcommittees that strengthen our district. I serve as a Cub Scout leader, school volunteer, and am actively addressing the issue of homelessness in the region. Moreover, I am a CSBA Masters in Governance graduate and regular CSBA AEC attendee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The single biggest issue facing governing Boards across the state is funding. School Boards are facing STRS/PERS obligations, increased needs for mental health services, rising special education costs, and increased services to meet LCAP goals. If that weren't enough, we are now faced with the nearly insurmountable challenge of COVID-19. We need to find ways to use our inadequate funding to pivot to distance learning, create entirely new health and safety systems for our districts, and then be ready to keep students and staff safe and virus free when they return. CSBA should lead the state in advocating for full and fair state funding. Additionally, CSBA has the ability to work with partner organizations to build unified voice to change the state budget priorities. CSBA is able to help districts connect and share best practices on budget management and meeting the needs of students.

# Jennifer Freemon

# Member, Board of Education Glendale Unified School District

(818) 388-1251 • jfreemon@gusd.net

Jennifer Freemon was first elected to the Glendale Unified School District Board of Education in 2015 and re-elected in 2020. Prior to her election on the board, she served as a middle school teacher and high school coach in the district for several years. She has three children currently attending GUSD schools, one in elementary school, one in middle school, and one in high school.

Ms. Freemon started her career in education after completing her Bachelor of Arts and Master of Arts in Teaching from Occidental College. She began in the Glendale Unified School District teaching middle school social studies. Over the years she taught, she was the head aquatics coach for Hoover High School, coaching and managing the boys and girls swim and water polo programs. She also had the opportunity to lead the AVID program at the middle school.

After teaching in the district, Ms. Freemon moved into children and family ministry. She served as the Coordinator for Children and Youth at the First United Methodist Church of Glendale. Her duties included program management, curriculum development, and general leadership for all the church programs involving children and youth.

This year, Ms. Freemon returned to teaching to follow her passion, and is currently a middle school teacher for the Los Angeles Unified School District. Most recently, she was named "Educator of the Year" by the Crescenta Valley Chamber of Commerce.

In the community, Ms. Freemon is a Cub Scout leader for Pack 313 and a regular team parent and coach for the various AYSO, Baseball, Track, and Volleyball teams on which her children participate. She is a regular volunteer and organizer for Family Promise, which provides housing and support to displaced families. She is the team leader for the local Sierra Service Project team, who go to areas in need to build and repair homes. Ms. Freemon is also an experienced PTA board member, having served in many roles over the years. She has been the president, treasurer, membership chair, committee chair, legislative chair, and parliamentarian for the elementary and middle school PTAs, in non-pandemic times. She has also been the council health and welfare VP, and is currently the legislative chair at the elementary school PTA.

On the School Board, Ms. Freemon has completed her Masters in Governance training. She has served on many district committees including the World Languages Committee, LCAP Committee, Superintendent Facility Advisory Committee, Glendale Educational Foundation board representative, Crescenta Valley Legislative Committee, Glendale Civic Leaders Roundtable, and the Five Star Education Coalition.

5051 LEB - 2 BN 3: 18

# Delegate Assembly Biographical Sketch Form for 2021 Election



Deadline: Thursday, January 7, 2021 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not retype this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to <a href="mailto:nominations@csba.org">nominations@csba.org</a> no later than 11:59 p.m.. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Signature: Augie Availant	e placed on the ballot and to serve as a Delegate, if elected.  Date: December 1, 2020
Name: Suzie Abajian	CSBA Region & subregion #:23 A
District or COE: South Pasadena Unified Schoo	District Years on board:
Profession: Educator/Administrator Contact N	
Primary E-mail: Suzieabajian@gmail.com	
•	es, year you became Delegate:2016

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue being involved in CSBA's governance structure. I am committed to ensuring that CSBA advocates for the interests of our school districts in Region 23. I have been an active member of the CSBA Delegate Assembly for the past 4 years and have participated in CSBA's Legislative Action Day in Sacramento. I have also participated in organizing one of the local CSBA PAC fundraisers. Additionally, I have been actively involved in local and statewide campaigns for full and fair funding for public education and for providing culturally responsive curricula for CA students such as Luis Alejo's AB2016 that has enabled CDE to begin the process of developing a statewide framework for Ethnic Studies.

Please describe your activities and involvement on your local board, community, and/or CSBA.

During my tenure on the SPUSD Board, we passed a \$98 million bond measure to upgrade and modernize our school district facilities and we renewed/expanded our parcel tax to support our vast offerings of educational programs in the Arts and CTE. I was actively involved in both campaigns and have raised awareness in my community regarding educational funding issues in CA. Also, during my tenure, we implemented and expanded two Dual Language Immersion programs, a Multicultural Literature Course for 9th graders and expanded our course offerings in STEAM. In 2019, I was elected and served my term as the school board president. In addition to my leadership within our district I have also served on the 5-Star Educational Coalition board.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenges facing governing boards in California today is the physical safety and social-emotional well being of students and staff throughout the COVID-19 crisis, the learning loss for our most vulnerable student populations as a result of school closures and the challenges of online instruction, and the continued funding crisis for CA public schools. The way that CSBA can address the COVID-19 related issues is through collaboration with legislators and labor partners in CA and advocating for statewide solutions while keeping in mind local needs and local control. In terms of the continued funding issues, CSBA can continue pushing for legislation and ballot measures that will change the volatile funding stream for CA schools.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

**ACTION REPORT NO. 2** 

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

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

Christine Ward, Director, Procurement & Contract Services

SUBJECT: Approval to Award Bid Number P-18-20/21 to Los Angeles County

Office of Education (LACOE) for District Internet Services

The Superintendent recommends that the Board of Education award Bid No. P-18-20/21 to LACOE for a 3-year agreement for District Internet services from July 1, 2021 through June 30, 2024 in the amount of \$76,827.52 annually, paid from the General Fund.

Los Angeles County Office of Education (LACOE) is the current Internet service provider for the District. There are two connections from GUSD to LACOE; one at the District Office Network Operation Center (NOC) and one at Rosemont Middle School.

In December 2020, the District worked with its E-Rate consultant to make the proper E-Rate filing and went to bid for bundled Internet providers to submit proposals for a contract effective July 1, 2021. Three responses were received from the following providers: AT&T, LACOE, and Spectrum Enterprise. LACOE submitted the most attractive bid in the amount of \$76,827.52 annually for our current bandwidth, with the ability to increase bandwidth as needed throughout the term of the contract. The term is for 3 years with the option to execute two 1-year extensions. Bid details are available for review in the Procurement and Contract Services Department.

It is recommended to approve the 3-year agreement with LACOE for bundled Internet services in the amount of \$78,827.52 annually.

**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. 4:** Maintain District Financial\_Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district's future educational and facility needs.

#### LOS ANGELES COUNTY OFFICE OF EDUCATION

# CONTRACT FOR

# NETWORK SERVICES AND SUPPORT EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

GLENDALE UNIFIED SCHOOL DISTRICT, whose address is 223 N. Jackson Street, Glendale, CA 91206, hereinafter referred to as "District," mutually agree as follows:

# 1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE. Services shall only commence upon receipt of the signed Letter of Intent from the District which shall also identify the start date for said service(s). Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the telephone companies, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District. LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rates. Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.2 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.3 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. Any modifications, repairs, upgrades, improvements,

programming, troubleshooting, and reconfiguration of equipment and services related to the LACOE Network performed by the District or its contractors must be coordinated with LACOE's Technology Services.

# 2. TERM OF CONTRACT

- 2.1 <u>Initial Term</u>. This Contract shall begin on July 1, 2021 and continue in full force and effect through June 30, 2024 unless early termination occurs in accordance with the terms of this Contract is extended by written amendment.
- 2.2 <u>1st Option Term</u>. LACOE and District may elect to extend the term of this Contract for the period July 1, 2024, through June 30, 2025 ("1st Option Term") by giving written notice prior to the expiration of the Initial Term.
- 2.3 <u>2nd Option Term</u>. LACOE and District may elect to extend the term of this Contract for the period July 1, 2025, through June 30, 2026 ("2nd Option Term") by giving written notice prior to the expiration of the 1st Option Term.

# 3. PAYMENT

The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher from the District to LACOE, at the end of the quarter in which installation is completed.

# 4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages,

liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with LACOE's sole negligence or error or omission. LACOE shall bear no liability for the acts or omissions of its contractors hired to perform work under this Contract. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

# 5. INSURANCE

Both parties shall take out and maintain such general liability, property damage and automobile insurance as is required to protect their interests.

# 6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

#### LACOE:

Contracts Section LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, ECW Room 133, Downey, CA 90242-2890

District:

Mailing Address is District Office

# 7-10. <u>SECTIONS RESERVED</u> (Intentionally left blank.)

# 11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

# 12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

# 13. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

# 14. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

#### 15 MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

# 16. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the

exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

# 17. SEVERABILITY / WAIVER

- 17.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- 17.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

#### 18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

# 19. TERMINATION

The Contract may be terminated by either party upon sixty (60) days' written notification. If LACOE elects to terminate this Contract for its convenience, LACOE shall cease to provide services after the date of termination. Thereafter, the District shall have no further claims against LACOE under this Contract. If District elects to terminate this Contract for its own convenience, District shall pay LACOE for services provided through the date of termination including early termination fee and other related costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, LACOE shall no further claims against the District under this Contract.

# 20. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

# 21. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

#### 22. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

#### 23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

# 24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

#### 25. INCORPORATION BY REFERENCE

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

# 26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

# 27. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

#### 28. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

# 29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

# 30. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

# 31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

### 32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

# 33. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER</u> INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

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

# 34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY OFFICE OF EDUCATION	GLENDALE UNIFIED SCHOOL DISTRICT
By Terri Lyttaker Controller	ByTyped or Printed Name
	Title
Date lm 2-9 Report 3/1/21	Date

#### EXHIBIT A

# Los Angeles County Office of Education Technology Services

NETWORK SERVICES AND SUPPORT LACOE SPIN (498 ID) - 143006363

#### **Exhibit A - Cost Estimate**

#### Do Not Forward Without LACOE Consent

Glendale Unified School District Site: Address:

223 N. Jackson St. Glendale, CA 91206 Christine Ward (818) 241-3111 Contact:

Tel: Email: cward@gusd.net

Service Description - P2P circuit back to LACOE

- LACOE 24x7 circuit monitor and management - Access to Internet via LACOE 100 Gbps circuit to CalREN

ISP SER	VICE Options ORKSHEET Bandwidth Vendor		A 1Gb AT&T		B 10Gb AT&T		C N/A N/A		D N/A N/A
E-rate	e Eliqible Services								
1	MRC Circuit Bandwidth	\$	1,166.46	\$	2,878.20	\$	0.00	\$	0.00
2	MRC Direct-Port	\$	350.26	\$	793.98	\$	0.00	S	0.00
3	Carrier Taxes & Fees	\$	349.94	\$	863.46	\$	0.00	\$	0.00
	MRC Total	\$	1,866.65	\$	4,535.64	\$	0.00	\$	0.00
4	NRC Setup (Equipment, Config, Install)	\$	0	\$	0	\$	0	\$	C
5	NRC Cabling	\$	0.00	\$	0.00	\$ \$	0.00	\$	0.00
	NRC Total	13473331 3	0.00	\$	0.00	\$	0.00	\$	0.00
1st Y	/r E-rate Eligible Est [(MRCx12)+NRC]:	\$	22,399.84	\$	54,427.68	\$	0.00	\$	0.00
Non E	E-rate Services								
1	Total Number of District VPN Users		0		0		0		C
	MRC LACOE Business Services VPN	\$	0.00	\$	0.00	\$	0.00	\$	0.00
2	Total Number of Staff and Students	16.0	0		0		0		C
	MRC Content Filtering Service	\$	0.00	\$	0.00	\$	0.00	\$	0.00
	MRC Total	100000	0.00	\$	0.00	\$	0.00	\$	0.00
	1st Yr Non E-rate Est (MRCx12):	\$	0.00	\$	0.00	\$	0.00	\$	0.00

#### [NOTES]

MRC - Monthly Recurring Charge NRC - Non Recurring Charge

- (2) Annual pricing is based on a 3 year commitment with LACOE and ISP vendor. The Site will be responsible for any early termination fees associated with ISP vendor and Site agrees to pay this amount, if applicable. This agreement is contracted by LACOE and supercedes all other contracts.
- (3) After 3 year committment, Site has option to annually extend contract with same terms for 4th and 5th year.
- (4) Potential fiber installation may delay project. Path must be provided prior to extending DMARC.
- (5) At Site's DMARC, LACOE equipment will be installed downstream of ISP vendor's NID before handoff to Site.
- (6) LACOE will provide LACOE IP addresses, static IPS during the term of the contract. If the customer ends the contract with LACOE, all LACOE IP addresses and static IPs will revert back to LACOE.

# Los Angeles County Office of Education Technology Services NETWORK SERVICES AND SUPPORT LACOE SPIN (498 ID) - 143006363

#### **Exhibit A - Cost Estimate**

#### Do Not Forward Without LACOE Consent

Site: Glendale Unified School District

4725 Rosemont Ave. La Crescenta, CA 91214 Christine Ward Address: Contact:

(818) 241-3111 Tel: Email: cward@gusd.net Service Description

- P2P circuit back to LACOE - LACOE 24x7 circuit monitor and management - Access to Internet via LACOE 100 Gbps circuit to CalREN

ISP SERVICE Options RATE WORKSHEET Bandwidth Vendor	A 1Gb AT&T	B 10Gb AT&T	C N/A N/A	D N/A N/A
E-rate Eligible Services	\$ 0.00 \$ 0.00	\$ 2,878.20 \$ 793.98 \$ 863.46 \$ 4,535.64 \$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00
1st Yr E-rate Eligible Est [(MRCx12)+NRC]:  Non E-rate Services 1 Total Number of District VPN Users MRC LACOE Business Services VPN 2 Total Number of Staff and Students MRC Content Filtering Service MRC Total 1st Yr Non E-rate Est (MRCx12):	\$ 22,399.84 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 54,427.68 0 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

# [NOTES]

(1) Terms: MRC - Monthly Recurring Charge NRC - Non Recurring Charge

- (2) Annual pricing is based on a 3 year commitment with LACOE and ISP vendor. The Site will be responsible for any early termination fees associated with ISP vendor and Site agrees to pay this amount, if applicable. This agreement is contracted by LACOE and supercedes all other contracts.
- (3) After 3 year committment, Site has option to annually extend contract with same terms for 4th and 5th year.
- (4) Potential fiber installation may delay project. Path must be provided prior to extending DMARC.
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- (6) LACOE will provide LACOE IP addresses, static IPS during the term of the contract. If the customer ends the contract with LACOE, all LACOE IP addresses and static IPs will revert back to LACOE.

<u>Date:</u> 2/5/2021

# EXHIBIT B DESCRIPTION OF SERVICES AVAILABLE EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

# DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

- 1. Line Cost (Based on multi-year rates.
- 2. Line costs are based on 3 year contracts with Telco and the responsibility of the District to maintain this commitment. Early termination will cause Telco to penalize the District via LACOE.
- 3. Service Fee Will vary with total bandwidth of District's connection.

# DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

# DESCRIPTION OF SERVICE SUPPORT - CONSULTING SERVICES

- 5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$95.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
- 6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$95.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

**ACTION REPORT NO. 3** 

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

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

Christine Ward, Director, Procurement & Contract Services

SUBJECT: Approval to Award Bid Number P-17-20/21 to Spectrum Enterprise for

**WAN Data Circuits** 

The Superintendent recommends that the Board of Education award Bid No. P-17-20/21 to Spectrum Enterprise for a 3-year agreement for WAN data circuits from July 1, 2021 through June 30, 2024 in the amount of \$142,512.00 annually, paid from the General Fund.

The data circuits that connect the Administration Building to each school site are referred to as the district's Wide Area Network (WAN). Currently, the WAN circuits are provided by Spectrum Enterprise whose contract term expires June 30, 2021.

In December 2020, the District worked with its E-Rate consultant to make the proper E-Rate filing and went to bid for WAN data circuit providers to submit proposals for a contract effective July 1, 2021. Two responses were received from the following providers: AT&T and Spectrum Enterprise. Spectrum Enterprise submitted the most attractive bid in the amount of \$142,512.00 annually for our current bandwidth levels, with the ability to increase bandwidth as needed throughout the term of the contract. The term is for 3 years with the option to execute two 1-year extensions. Bid details are available for review in the Procurement and Contract Services Department.

It is recommended to approve the 3-year agreement with Spectrum Enterprise for WAN data circuits in the amount of \$142,512.00 annually.

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

# Spectrum. ENTERPRISE

#### **Customer Service Order**

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <a href="https://enterprise.spectrum.com/">https://enterprise.spectrum.com/</a> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Dre Galindo Phone: 562-677-0411 ext: Cell Phone: +1 6262241735 Email: dre.galindo@charter.com

Order # 12091988

Customer Information: Custom	ner Code	
Business Name	GLENDALE UNIFIED SCHOOL DISTRICT	Customer Type: New Customer
Billing Address		
Attention To:		Account Number
223 N JACKSON ST GLENDAL	E CA 91206	
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Christine Ward	(818) 241-3111	cward@gusd.net
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Christine Ward	(818) 241-3111	cward@gusd.net
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Frank Schlueter	(818) 241-3111	fschlueter@gusd.net



Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

	Monthly						
Description	Quantity	Sales Price	Recurring Total	Contract Term			
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month			
*Total			\$347.50				

Description	Ouantity	Sales Price	Monthly Recurring Total	Contract Town
Description	Quantity	Sales Frice	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

	Monthly					
Description	Quantity	Sales Price	Recurring Total	Contract Term		
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month		
*Total			\$347.50			

Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	



	Monthly						
Description	Quantity	Sales Price	Recurring Total	Contract Term			
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months			
*Total			\$347.50				

	Monthly					
Description	Quantity	Sales Price	Recurring Total	Contract Term		
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months		
*Total			\$347.50			

New and Revised Services and Monthly Charg  Description	Ouantity	Sales Price	Monthly	Contract Town
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

		Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term	
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month	
*Total			\$347.50		

		Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term	
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month	
*Total			\$347.50		

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	

			Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term		
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months		
*Total			\$347.50			



		Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term	
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months	
*Total			\$347.50		

			Monthly	
Description	Quantity	Sales Price	Recurring Total	<b>Contract Term</b>
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

Description	Overtite	Sales Price	Monthly	C
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

		Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term	
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months	
*Total			\$347.50		

December 1 and 1 and 1	0	Monthly				
Description	Quantity	Sales Price	Recurring Total	Contract Term		
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month		
*Total			\$347.50			

		Monthly			
Description	Quantity	Sales Price	Recurring Total	Contract Term	
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months	
*Total			\$347.50		

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	



			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Month
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	



			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$347.50	\$347.50	36 Months
*Total			\$347.50	

			Monthly	
Description	Quantity	Sales Price	Recurring Total	Contract Term
10 GBPS OPTICAL ETHR INTRA	3	\$536.50	\$1,609.50	36 Months
*Total			\$1,609.50	

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
10 GBPS OPTICAL ETHR INTRA	1	\$536.50	\$536.50	36 Months
*Total			\$536.50	



#### Special Terms

For purposes of clarification, the thirty-six (36) month Initial Order Term for this Service Order shall begin no sooner than July 1, 2021. Capitalized terms used herein but not otherwise defined herein shall have their respective meanings assigned in the Service Agreement.

# California Teleconnect Fund (CTF) Contingency.

If state funding for the California Teleconnect Fund (CTF) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company (USAC), Universal Service Administrative Company (USAC), administrators of E-Rate funding, Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF.

#### E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15<sup>th</sup> prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice

Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Electronic	Signature	Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 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. Chris Coulter, Director, Teaching and Learning

Jill Firstman, Coordinator, Teaching and Learning

**SUBJECT:** Nearpod Renewal for the 2021-22 School Year

The Superintendent recommends that the Board of Education approve the renewal of a contract with Nearpod in the amount of \$188,500 to provide continued access to the Nearpod Platform, Lesson Library and Flocabulary for the 2021-2022 school year.

Nearpod is a presentation tool that can replace or be used in conjunction with Google Slides. Within the presentation, teachers can add content and use a variety of tools to promote student engagement. There are nine tools within Nearpod that can be used to formatively assess students throughout lessons. Nearpod is a powerful tool in distance learning, and will be even more powerful when students return to in-person instruction.

Nearpod includes a lesson library with pre-made lessons and assessments that teachers can use as-is or they can edit to create their own version. The Lesson Library includes lessons:

- Aligned to the elementary English Language Arts and English Language Development Benchmark Advance/Adelante program.
- Aligned to Teaching Tolerance including lessons on diversity, inclusion and equity.
- To support English learners.
- To promote social emotional health.
- To encourage positive digital citizenship.
- Searchable by standard or topic in all content areas.

Teachers can also share any Nearpod lessons they create with others across the District to promote collaboration.

Glendale Unified School District Action Report No. 4 February 16, 2021 Page 2

The Nearpod platform also includes access to Flocabulary for all teachers and students. Flocabulary is a learning program for all grades that uses educational hip-hop music to engage students and increase achievement across the curriculum.

Glendale Unified School District purchased access to Nearpod for the 2020-2021 school year for use with distance learning. Teacher and student response to Nearpod and Flocabulary has been positive throughout the District. The following is the usage data from August 2020 - January 2021:

- 1,389,696 Nearpod Activities
- 453,283 Nearpod Student Joins
- 80,041 Flocabulary Activities

The following are teacher testimonials about Nearpod:

- "Many of my students are in the process of learning English and may be shy to share their ideas out loud in front of the class. Nearpod features such as collaborate boards, open-ended questions, and draw it, allows these students to share ideas in a format that feels safe, yet still challenging. These activities help build up their confidence using English and allows them to show their strengths."
- "With Nearpod, you can ask a question and every student has a chance to answer and you can require 100% participation in every question. This keeps kids engaged throughout the whole lesson."

Nearpod is an important tool in facilitating ongoing professional development focused on leveraging distance learning lessons and strategies in order to transition to a blended learning model when students return to school. Nearpod will support teachers in creating engaging, student-centered classrooms as students transition back to school in distance, hybrid, or in-person learning programs.

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

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: Approval of Services Agreement Between Glendale Unified

School District and Sign Up Interpreting Services LLC

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Sign Up Interpreting Services LLC for providing certified American Sign Language (ASL) interpreters not to exceed \$75,000 for the remainder of the 2020-2021 school year.

Sign Up Interpreting Services LLC is an agency that provides certified ASL interpreters to meet the needs of students and parents who are Deaf and Hard of Hearing. This service will help GUSD students with profound hearing deficits to access their educational programs more meaningfully. It is estimated that \$75,000 will be needed to pay for services for the remainder of 2020-2021 school year. Special education resources will be used to pay for these services.

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

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

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

# GLENDALE UNIFIED SCHOOL DISTRICT

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

# SERVICES AGREEMENT

Th of	is <b>Agreement</b> for Professional Services ("Agreement") is made and entered into as of the <u>1st</u> day February , 20 <u>21</u> by and between the Glendale Unified School District, ("District") and
01_	Sign Up Interpreting Services, LLC a corporation, whose place of business
is	Sign Up Interpreting Services, LLC a corporation, whose place of business  Huntington Beach, CA [City], herein referring to as ("Contractor"), (together, "Parties").
W	TTNESSETH: The parties do hereby contract and agree as follows:
1.	Services Description. CONTRACTOR will perform the services described in the "Scope of Work"
	attached hereto as Addendum A and made a part thereof.
NO	DW, THEREFORE, the Parties agree as follows:
1.	<b>Term.</b> Contractor shall commence providing services under this Agreement on February 1, 2021 and will diligently perform as required and complete performance by June 30, 2021
2.	Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
	<ul> <li>X Signed Agreement</li> <li>X Workers' Compensation Certification</li> <li>X Fingerprinting/Criminal Background Investigation Certification</li> <li>X Insurance Certificates and Endorsements</li> <li>X W-9 Form</li> <li>X Non-collusion Declaration</li> <li>X Tuberculosis Clearance</li> </ul>
3.	Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE)  Seventy five thousand dollars (\$\frac{5}{75,000.00}\$) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:
	Note: Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.
4.	Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  4.1. N/A

- 5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
- 6. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
- 7. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### 8. Termination.

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

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

9. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

#### 10. Insurance.

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

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

10.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability

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

- 10.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
  - 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
  - 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
    - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 11. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 12. Compliance with Laws. Debarment and Suspension. Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
- 13. Certificates/Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination. District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
- 16. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
- 17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 19. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, it 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 conduction business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; 3) is received from, or was made available to, a third party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its consent to such disclosure.

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

#### **District**:

# Glendale Unified School District

223 N. Jackson Street Glendale, California 91206

ATTN: Arik Panossian

#### **Contractor:**

Sign Up Interpreting Services, LLC 17072 Pacific Coast Hwy, Unit 202 Huntington Beach, CA 92649

Attn: Sabryna Ramos

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

- 22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
- 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 26. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 28. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 29. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

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

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

42. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

# SIGNATURE PAGE

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

By:		Owner			
Signatu Sabryna I		Title:	20.04		
Print N		Dated:	<u>_, 20<sub>.</sub>21</u>		
By:		CEO			
Signatu		Title:	<del></del>		
Sabryna I Print N		Dated:	_, <sup>20</sup> <u>21</u>		
The first corporate The second corpor Assistant Treasure Alternatively, a sin	is a corporation, signatures of two specific corpore officer signature must be one of the following: 1) rate officer signature must be one of the following er.  ngle corporate signature is acceptable when account the company. (California Corporations Code Second the company.)	Chairman of the Board; 2) the Presider: 1) Secretary; ) Assistant Secretary; 3) or apanied by a corporate resolution demon	nt; 3) any Vice President. Chief Financial Officer; 4)		
Information r License No.:	egarding Contractor: A279815	90-0833107			
Address:	17072 Pacific Coast Hwy, Unit 202	Employer Identification and/or Social Security Number			
	Huntington Beach, CA 92649	_ NOTE; Section 6041 of t	he Internal		
Telephone:	(657)464-4192 or (626)622-7192	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)			
Facsimile:		requires the recipients of			
E-Mail:	signupasi@gmail.com	more to furnish their taxpayer information to the payer. In order to comply with these requirements, the			
Type of Busine	al	District requires the Cor furnish the information	ntractor to		
	prietorship	section.			
Partnersh	np Partnership				
	ion, State: CA				
	Liability Company				
Glendale Uni	ified School District				
Ву:		Date:			
Print Name:	Dr. Kelly King				
Print Title:	Assistant Superintendent Educational Services				

#### **ATTACHMENT A**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Contractor may provide the following General Services:

Consultant, as needed, to provide Sign Language Interpreting & CART Services.

# STANDARD Rate:

For INTERPRETING requests made with more than two business days' notice \$80.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday For CAPTIONING requests made with more than two business days' notice \$95.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday

#### WEEKEND / AFTER-HOURS Rate:

For INTERPRETING requests made with more than two business days' notice \$95.00/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am) For CAPTIONING requests made with more than two business days' notice \$105.00/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am)

#### OVERNIGHT Rate:

For requests provided between the hours 10:00pm and 6:00am will have an additional charge of 25%/hr

#### SPECIALTY Rate:

For requests made with more than two business days' notice Special requests such as assignments of a complex nature, a third language, or those with a potential legal ramification may require two interpreters.\$125.00 - \$200.00/hr per interpreter

#### **EMERGENCY Rate:**

For requests made with less than two business days' notice additional 25% per hour (2hr minimum) per interpreter/captioner

Any assignment exceeding two hours or of a complex nature should be teamed with two interpreters/captionists. If an assignment lasts longer than two (2) hours and a team is unavailable, the un-teamed assignment will be billed at a rate equivalent to two (2) interpreters/captionists. After, half hour increment charges will apply

# Additional Charge:

Incidentals such as parking, public transportation, mileage, or other fees reasonably incurred as a result of transportation may be charged

Cancellations must be made prior to two business days of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

#### **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" <u>FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION</u>

One of attache	f the three boxes below <u>must</u> be checked, with the corresponding certification provided, and this form at 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:
employ as emp The un	ctor's responsibility for background clearance extends to all of its employees, Subcontractors, and rees of Subcontractors coming into contact with District pupils regardless of whether they are designated loyees or acting as independent contractors of the Contractor.  dersigned does hereby certify that I am a representative of the Contractor currently under contract with
the Dis	strict; that I am familiar with the facts herein certified, and am authorized and qualified to execute this ate on behalf of Contractor.
Date: _	
Name o	of Contractor or Company;
Repres	entative's Name and Title:
Signatu	ire;

#### EXHIBIT "C"

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

(Public Contract Code section 7106)

The undersigned declar	es:			
I am the	of Sign Up Interpretion	ng Services, LLC , t	he party making the foreg	oing bid.
association, organizated directly or indirectly in directly or indirectly in directly or indirectly or bid, or to refrain from a communication, or con overhead, profit, or cos bid are true. The bidde or the contents thereo company, association, or sham bid, and has not Any person executing limited liability compariful power to execute, a	in the interest of, or or on, or corporation. The staduced or solicited any or olluded, conspired, connivolding. The bidder has a ference with anyone to fit element of the bid price, it has not, directly or indirectly or indirectly or divulged information or divulged information and any and will not pay, a this declaration on behalmy, limited liability partnered does execute, this declaration of perjury under the laws	oid is genuine and ther bidder to put yed, or agreed with not in any manner, x the bid price of , or of that of any creetly, submitted his on or data relativity, or to any membry person or entity of a bidder that earship, or any other aration on behalf of	not collusive or sham. in a false or sham bid. any bidder or anyone el directly or indirectly, so the bidder or any other bother bidder. All statements or her bid price or any ethereto, to any corpo per or agent thereof, to effor such purpose.  is a corporation, partner entity, hereby represents the bidder.	The bidder has not The bidder has not see to put in a sham ught by agreement, idder, or to fix any nts contained in the breakdown thereof, ration, partnership, fectuate a collusive ship, joint venture, s that he or she has
and that this declaration	is executed on	[date], at	[city],	[state].
·				
		Sig	gnature	<del></del>
		Pri	nt Name	<del></del>

#### **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:

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

Revised on 07/01/2016 Page 15

February 16, 2021

#### ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

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

SUBJECT: Approval of FACTS Program Curriculum Adoption

The Superintendent recommends that the Board of Education approve the adoption of TeachTown as the curriculum GUSD's 18-22-year-old students at the FACTS Program. The student licensing costs for this program will not exceed \$10.000.

In order to have a guaranteed viable curriculum, the FACTS program staff explored a number of possible curricula options to address this need. After a review process, the FACTS teachers decided the curriculum that would best address the needs of the FACTS students is the TeachTown Transition to Adulthood curriculum. TeachTown is composed of a variety of topics and learning areas specific to adult transition and accessible through different learning modalities. It is presented in a way that allows the FACTS teachers to scaffold and modify instructional materials to meet the unique needs of GUSD students. This curriculum features data collection that can be directly linked to IEP goals to track progress, and is accessible to the distance learning environment, in the community, and in the physical classroom.

The TeachTown Transition to Adulthood curriculum features:

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

Glendale Unified School District Action Report No. 6 February 16, 2021 Page 2

#### **Cost of Instructional Materials and Professional Development**

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

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

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning — Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

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

February 16, 2021

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Variable Term Waiver Request for Bilingual Crosscultural,

Language and Academic Development (BCLAD) for the 2020-

2021 School Year

The Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits.

Variable Term Waiver Requests for Bilingual Crosscultural Language and Academic Development (BCLAD) waiver requests are based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position(s) as follows:

- Tumoine, Audrey Bilingual Crosscultural Academic Development (BCLAD) Elementary School, Grades K-6
- Manin, Jerome Bilingual Crosscultural Academic Development (BCLAD) Middle School, Grades 6-8

Upon approval of these Variable Term Waiver Requests by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire waiver permit teachers for BCLAD/English Learner Authorization. Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

These Waiver Requests will remain in force until June 30, 2021. Submission of the Waiver Requests by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80120 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. The waiver will provide teachers additional time to complete the requirements for the credential that authorizes the service assigned. The waivers are based on last year's actual needs, projected student enrollment, and staffing allocations for the 2020-2021 school year.



February 16, 2021

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Memorandum of Understanding with CSEA regarding

**Coronavirus Response: Distance/Hybrid Learning** 

The Superintendent recommends that the Board of Education approve the attached Memorandum of Understanding between the Glendale Unified School District and the California School Employees Association and its Chapter #3 dated January 8, 2021.

Both parties signed this MOU on January 8, 2021. It was then ratified by the CSEA membership on January 29, 2021 with a 88.7% passing vote. The expiration date is June 30, 2021 unless extended by mutual agreement.

**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.

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

#### MEMORANDUM OF UNDERSTANDING

## Between Glendale Unified School District And the

California School Employees Association and its Glendale Chapter #3

#### CORONAVIRUS RESPONSE: DISTANCE/HYBRID LEARNING August 17, 2020

This memorandum is agreed between Glendale Unified School District (District) and the California School Employees Association and its Chapter #3 (CSEA) concerning the District's response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1. Sharing of Information about Spread of Illness: When there is a report of a likely or confirmed case of COVID-19, the District will respond promptly to ensure safety. If an employee is exposed to a positive case on or off District property, contact tracing will be conducted with regards to District employees. Those who may have come in "close contact," as defined by the Center of Disease Control (CDC), with a confirmed infected person will be notified and instructed how to receive a COVID-19 test. All other employees who were physically at a site during the infectious period where a confirmed infection is found will be informed within 24 hours of the District learning of the confirmed case. The District will use sign-in sheets to ensure all employees who visited an impacted site receive a notification. In the case of any temporary or long-term closures of a Technology Learning Pod, room, office, building, school, or District facility due to a possible or confirmed infection, classified employees in FASO will be informed by their supervisors via email on a daily basis for safety and scheduling purposes. With the exception of an employee who is exposed outside of work, bargaining unit members who are directed by the District to vacate their job site, return home, quarantine, and/or get tested for coronavirus shall suffer no loss of pay, leaves, or benefits for their compliance. The District will inform CSEA within 24 hours should it learn of a confirmed coronavirus infection of District employees or students and at which campus or worksite said infection was found. The notification to CSEA will include the specific location(s) or department(s) with which the confirmed infected person was in contact. The parties will maintain the anonymity of the individuals.

- 2. Training and Implementation of Public Health Measures: The parties shall comply with the Los Angeles County Department of Public Health (LACDPH) and the California Division of Occupational Health and Safety (CAL-OSHA). The District will provide classified employees safety protocol, procedures, and training during COVID-19 to serve as a reminder as updates occur, such as any changes in public health guidance or in District administrative policies. In addition, the District will instruct supervisors to disseminate this information to employees. The District will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer, masks, and/or gloves). If masks and/or gloves, soap, disposable towels, and hand sanitizer are not available at a worksite, employees will not be expected to work at that site until it is provided; however, employees shall contact their immediate supervisor to request protective equipment or an assignment at an alternate worksite or location. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk). The District shall in no event assign bargaining-unit employees to perform work not reasonably related to their usual work without first bargaining with CSEA.
- 3. <u>Cleaning and Sanitation</u>: The District shall train all custodians in appropriate cleaning and sanitation duties designed to help prevent the spread of the coronavirus in addition to regular cleaning and sanitation duties. For the containment of confirmed infections or exposure, the following shall apply:
  - a. Decontamination is defined as the process of deep-cleaning and fogging of a room, floor, and/or building contacted by an individual with a confirmed coronavirus infection. Decontamination shall take place no sooner than 24 hours after possible contamination. Employees performing decontamination duties shall be referred to as decontamination crews. Decontamination crews will be acquired through a voluntary, seniority-based process from custodial and/or floor crew employees who can successfully complete the decontamination training program. Effective July 1, 2020, employees who are successfully trained will be compensated at twice their hourly rate of pay for the performance of decontamination duties.
  - b. After the initial decontamination process is complete, the area(s) shall be ventilated and cleaned using regular custodial protocol and remain unoccupied for no less than 12 hours.
- 4. Technology Learning Pods and Facilitated Learning Centers: The District shall coordinate with on-site employees to ensure policies and practices within Technology Learning Pods and Facilitated Learning Centers (TLP/FLC) are consistent across school sites and address the specific needs of each campus. The District shall ensure students who live together are placed in the same TLP/FLC. Further, it is the mutual interest of the parties to place students who carpool together in the same TLP/FLC. With the exception of an employee who is exposed outside of work, bargaining unit members will not suffer loss of pay, leaves, or benefits should the District temporarily or permanently close a TLP/FLC. Bargaining unit

members shall be properly trained to appropriately and safely handle when a student does not comply with physical distancing and/or removes their mask with the goal of reducing risk of exposure. The District shall ensure that substitute teachers or other non-bargaining unit employees comply with the same safety protocol that apply to classified staff. The unit member shall alert an on-site administrator should a student fail to comply with health and safety protocol. Bargaining unit members shall be permitted to report unsafe conditions and students or staff out of compliance with no fear of reprisal. In addition to regular rest breaks, employees should work with their supervisors if additional rest time is needed. The intent of this section is to ensure the safety of bargaining unit members in order to protect the safety of all students and community members.

- 5. On-Site Staff: The parties agree and understand that Bargaining Members have a heightened concern about physically reporting to work on a daily basis during periods of time when daily cases of COVID-19 in LA County are surging (i.e. in excess of 5,000 daily cases). To address those concerns, the District shall form a collaborative task force of District representatives and a Bargaining Member from each job band of classifications to explore the possibilities of creating flexible work schedules (i.e., partial remote workdays, staggered and rotational on-site reporting during the workweek). The task force shall be formed and convene within five (5) business days of the ratification of this Agreement. Within two weeks of its formation, the task force will make final recommendations to the negotiations teams that shall be used to further negotiate an addendum to this Agreement that shall address Bargaining Members' request for flexible schedules during a time of COVID-19 surge. The parties' negotiations team shall meet for negotiations within five (5) business days of receipt of the task force's recommendations.
- 6. Preventing the Spread of COVID-19: The District shall ensure safety policies and practices are consistent across District sites. The District shall provide masks for all individuals on District property, enforce 6-feet physical distancing, and allow ample time for handwashing. All individuals on District grounds must always wear a face covering or mask and maintain 6-feet physical distancing in compliance with LACDPH requirements. Face coverings and/or masks must be safely secured over the mouth and nose. The parties recognize physical distancing is not possible in every situation in the workplace but agree that every reasonable effort should be made to enable physical distancing. Bargaining unit members shall not be responsible for removing individuals out of compliance with this section from being on campus [moved to section 8]. Bargaining unit members reserve the right to refuse a directive that puts them at risk of infection, for example, another individual's failure to physically distance or wear a face covering. The unit member's refusal shall be in good faith and they shall comply as soon as appropriate action is taken to ensure safety. Such a delay shall come without penalty to the employee.
- 7. Screening of Employees: Bargaining unit members shall be screened at the beginning of their shift. Screening is defined as temperature-taking, visual examination, and self-reporting of COVID-19 related symptoms. If an individual requests privacy, screening protocol questions may be filled out by the individual and not answered verbally. All employees entering sites will be required to sign in and out for the purpose of contact

- tracing should an infection occur. The symptoms of COVID-19 are defined by the Los Angeles County Department of Health.
- 8. Campus Access: All students and visitors shall also be screened upon initial entry to District property. Screening is defined as temperature-taking, visual examination, and self-reporting of COVID-19 related symptoms. If an individual requests privacy. screening protocol questions may be filled out by the individual and not answered verbally. An individual whose temperature is 100.4 or above and/or reports or shows a combination of symptoms that indicate a likely COVID-19 infection will not be permitted access to campus. Bargaining unit members shall not be responsible for removing students and/or visitors out of compliance with this section from being on campus (moved from section 6). Issues related to denying access to campus shall be referred to site supervisors or a designee. Because reducing the presence of symptomatic individuals on District property is a crucial factor in preventing the spread of COVID-19, supervisors, or a designee, should be readily available for this purpose. Additionally, the District shall minimize access to campus, including limiting nonessential visitors, facility use permits, and volunteers. CSEA shall retain access to worksites where CSEA bargaining unit members work as needed to fulfill its duty of fair representation, subject to the same screening and safety rules as all other visitors and employees.
- 9. Failure to Adhere to Safety Protocols: If employees are out of compliance with health and safety protocols, they shall be directed to comply. If employees are defiant or continue to fail to adhere to health and safety protocols implemented by the District related to COVID-19 they may be subject to discipline. Bargaining unit members may report violations of safety protocol, including but not limited to, lack of PPE, failure to comply with social distancing and mask requirements, lack of sign in sheets, and insufficient training, to their immediate supervisor or designee and receive confirmation that their report was received within one day. Unit members shall not suffer any reprisal or disciplinary action for such a report.
- 10. Regular and Alternative Learning Models: CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance, hybrid, or regular learning programs. The District will direct the work of CSEA members in a way in which honors the intent of the job description. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.
- 11. No Loss of Pay during Re-closure or Curtailment: Notwithstanding a governmental order to the contrary regarding public employee pay, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules in the event that any District facility must be closed or any District operations curtailed due to the coronavirus epidemic. Thus, for example the District will continue to pay bargaining unit

- employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply during such closure or curtailment, so long as the District is required to do so under any government order.
- 12. Leaves under Families First Coronavirus Response Act (HR6201): The parties recognize leaves under HR 6201 shall be available to all District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees. Bargaining unit members may use any qualifying benefit time to fill any gap in pay resulting from the 2/3 formula in HR 6201. Any employee who reports to work but is sent home due to contact tracing shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks [moved and amended in section 1]. The parties will construe HR 6201 as permitting intermittent leave absent a binding judicial decision to the contrary.
- 13. Testing Positive for COVID-19 Due to Outside Exposure: Due to the expiration of HR6201 on December 31, 2020, the parties agree that the District shall provide up to 10 work days of sick leave (based on the bargaining unit member's regular work schedule) for individuals who test positive for COVID-19. This leave shall be drawn used prior to any other forms of paid or unpaid leave available to such employees. This COVID-19 sick leave is not required to be used consecutively.
- 14. Accommodation: In addition to providing Reasonable Accommodations per the American with Disabilities Act and CDC guidelines, the District also agrees to protect and support staff who are at higher risk for severe illness, who cannot safely distance from household contacts at higher risk, who are living with and caring for an individual subject to a public health order or who is advised to self-isolate by a medical professional. All accommodation requests must be supported by a doctor's note. This will be accomplished by providing reasonable accommodations such as, but not limited to, work from home arrangements, flexible schedules, the coordination of intermittent use of leaves, physical barriers, changing workstations, installation of engineering controls, a temporary negotiated change in duties, or a temporary transfer to another worksite or assignment. If the employee's earned leave is exhausted and they are placed on the 39-month reemployment list, the District shall not contest their unemployment claim.
- 15. <u>Compliance with Governmental Orders</u>: The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with local, state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees and will bargain as needed over the effects of such further directives.
- 16. <u>Information and Further Negotiation</u>: The District will endeavor to share with CSEA all new information it receives from local health authorities about COVID-19. The District will inform CSEA, in writing, prior to any changes in operations, and the parties must negotiate effects on terms and conditions of employment, including occupational health and safety. The parties shall negotiate agreements regarding changes in learning models before changes are implemented.
- 17. <u>Duration of Agreement</u>: This MOU and Article 17, Safety Conditions, in the Collective Bargaining Agreement constitute the parties' agreement over safety

#### **Tentative Agreement**

conditions during COVID-19. This MOU shall remain in effect August 17, 2020 through June 30, 2021. The parties will meet before March 12, 2021 to review the conditions that resulted in this agreement. Upon mutual agreement, this MOU can be extended or expanded. The parties will make every attempt to negotiate and come to a new agreement before this MOU expires.

For District:	For CSEA:
Dated: 1/8/2/	Dated:1/8/21
Sundult	David Dak
	Alibert Varquez Juan Carlos Leisa
	Michelle Petrasian Milt Voyage
	Swan Laghbort
	At
	Ciera Chifton-LRB
	infant faite



Jan 29, 2021

CSEA Glendale Ch. 3 1505 Gardena ave Glendale, CA 91204 United States

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,

Brian Lack

President

Simply Voting Inc.

### Results - MOU, Coronavirus Response: Distance/Hybrid Learning

**Start:** 2021-01-27 18:00:00 America/Los\_Angeles **End:** 2021-01-28 22:00:00 America/Los\_Angeles

Turnout: 283 (30.6%) of 924 electors voted in this ballot.

#### MOU, Coronavirus Response: Distance/Hybrid Learning

Option	Votes
Yes	251 (88.7%)
No	32 (11.3%)

**VOTER SUMMARY** 

Total 2



February 16, 2021

CONSENT CALENDAR NO. 1

TO:

Board of Education

FROM:

Dr. Vivian Ekchian, Superintendent

PREPARED IN:

Office of the Superintendent

SUBJECT:

Minutes

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

a) Regular Meeting No. 15, February 2, 2021

223 N. Jackson Street Glendale, California 91206-4380

# BOARD OF EDUCATION MEETING NO. 15 <u>UNADOPTED MINUTES</u> REGULAR MEETING, February 2, 2021

#### CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Dr. Armina Gharpetian, president of the Board of Education, at 4:30 p.m., on Tuesday, February 2, 2021, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Mrs. Jennifer Freemon, Mr. Greg Krikorian, Ms. Nayiri Nahabedian, Mr. Shant Sahakian, and Dr. Armina Gharpetian.

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

#### PLEDGE OF ALLEGIANCE

Steven Ear, a 6<sup>th</sup> grade student at La Crescenta Elementary School, led the Pledge of Allegiance.

#### CERTIFICATE OF COMPLIANCE

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

#### APPROVAL OF AGENDA ORDER

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

#### PRESENTATIONS

#### 1. Black and African American History Month

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

#### PRESENTATIONS (Continued)

2. National School Counseling Week

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

3. Visual and Performing Arts (VAPA) Shines

Teacher Jason Pinker highlighted Hoover High School's virtual art galleries and community partnerships.

#### STUDENT BOARD MEMBER REPORT

1. <u>Student Board Member Kayla Rodriguez</u> reported on activities and events happening at the schools around the district. All high schools are participating in virtual Spirit Week and are selling cap and gowns. All middle schools have been celebrating National Counseling Week, Black History Month, and virtual Spirit week as well. She addressed the need for workshops to help seniors apply for college and to attend them when offered. She also suggested workshops to prepare students for the real world.

#### PUBLIC COMMUNICATIONS

- 1. <u>Jack Van Patten</u>, spoke in support of the Early College Academy at Hoover High. He has two students in the program and is pleased with the program.
- 2. <u>Christine Lowe</u>, spoke in support of the Early College Academy at Hoover. She has been a Career Tech Education teacher for eleven years. Dual enrollment is vital in making sure our students have options and are college and career ready. We need GTA and GUSD to collaborate in order for these programs to be successful.
- 3. <u>Joanne Abrahamian</u>, parent, spoke in support of the Early College Academy at Hoover. Her son is in the program and said it has been a wonderful experience. She could not be more pleased with the program.
- 4. <u>Taline Arsenian</u>, GTA president, congratulated the GUSD counselors as we celebrate National School Counseling Week. They are part of the GTA membership. The intentions of the GHS Cloud Computing program may be good; however, between January 2020 and now, very little has been done to improve the original proposal. So what is missing? GUSD educators' voices. GUSD educators were not asked to join in on the discussion. The GUSD is at its best when we treat GTA as partners and not pariahs. Before approving the Cloud Computing program, she asked that we include GUSD educators' input in the creation and implementation in this dual enrollment academy and any future dual enrollment programs.

#### PUBLIC COMMUNICATIONS (Continued)

- 5. <u>Chris Davis</u>, teacher at Clark Magnet, spoke about his concerns of the Cloud Computing and Computer Science Academy. These programs will impact working conditions for teachers. He urged the Board to slow down and bring the Cloud Computing program to the table before approving it. We know we have some amazing teachers in the district. Before the Board approves a program that precludes someone like him from teaching in a dual enrollment program, he asked that we sit down with GUSD educators to make this even a better program that will better serve our students and families.
- 6. Sarah Morrison, GTA Bargaining Chair, said she does not understand why the Cloud Computing and Computer Science Academy is an action item tonight. This should not be an action item until after the program has been negotiated with GTA. Their contract language should be mutually beneficial to teachers, students, and the school community. Their contract language should protect existing courses and positions. In the planning of new programs, they should be included. Let us negotiate first. Once a contractual foundation has been made, then implement it. This pandemic is exhausting for all of us especially for students. Teachers are working so hard to create a robust and compassionate classroom despite all obstacles. The middle of the pandemic is not the right time to introduce a wildly unpopular and problematic academy, which has come about without teachers' input and has yet to be negotiated. Vote "no" on the Cloud Computing and Computer Science Academy.
- 7. <u>Debi Bradshaw</u>, parent, spoke on behalf of the teachers wanting to maintain virtual learning until vaccinations and safety measures are in place. She supports our teachers who are working as hard as possible. How many teachers have to die in order for the numbers to be safe enough? Glendale teachers do not want to be a statistics. Even if teachers are vaccinated, they can still pass on the virus. She has been so disappointed of GUSD's response to the pandemic. Let us take care of each other.
- 8. <u>Michael Rooney</u>, parent, said COVID-19 is still spreading in the community. New cases are four times higher than it was in July when this Board agreed to distance learning in the fall. Therefore, distance learning should remain in place. If we could require everyone to be vaccinated that would be a different story. We are not there yet. Our best schools in the country are still teaching online.
- 9. <u>Elizabeth Vitanza</u>, parent, voiced her support and satisfaction with distance learning. Students are making progress towards learning goals. However, any return to school must remain voluntary. A major concern to the reopening is that it would lead to more chaos and outbreaks. Teachers and students will get sick for months. She asked that we prioritize a people-centered approach until June and beyond. Parents that need childcare should have access to supervised learning pods.

#### PUBLIC COMMUNICATIONS (Continued)

- 10. <u>John Ballon</u>, parent, asked that we continue in full-distance learning until the end of the school year. In their community, they have parents who do not believe the pandemic is real. We have parents who do not followed guidelines. He is frustrated to see that there is no reopening plan. Temperature checks and apps will not capture asymptomatic cases. There appears to be no plans for teachers to work in a hybrid model. Many administrators have teaching credentials, perhaps they can volunteer to teach in the hybrid model for a week. Any return should be strictly voluntary.
- 11. Chris Miller, parent, expressed his support for the responsible reopening of our schools. He understands that safety is the primary concern. He is concerned that some are advocating for something that is not possible. He is not here to advocate for recklessness nor does he want to minimize the seriousness of COVID-19. Instead, he asked that we collectively change our mindset to do the best we can for the most we can, while also making accommodations for our most vulnerable. Our hospitals and grocery stores are open and our streets remain safe because these groups work from a mindset of remaining open. Do not let perfect be the enemy of good. There are countless kids suffering right now.
- 12. Adrienne Griffin, parent, has great concerns and was disappointed by the latest survey. COVID is a scary thing, and we have stronger mutations of COVID. We have vaccines, but what they do not really do is stop from getting the virus. Everyone has to be vaccinated for the vaccine to work. That is why even if teachers are vaccinated, students are not. Therefore, we leave everyone vulnerable. It is important that we listen to GTA, the scientists, and doctors and share what is going on right now.
- 13. <u>Bradon Barty</u>, parent, asked if anyone has ventured to Orange County to see what they are doing right and wrong in their schools. Orange County schools have been open since the beginning of the school year and have a better case rate than Los Angeles. Has anyone listened to what the rest of the United States is doing. We need to see what is happening in the real world. It is not very clear what we are doing to prepare our parents on what our next goal is? He agreed with the other parent in that they are not looking for perfection.
- 14. <u>Deborah Pasachoff</u>, parent, said our teachers are doing an amazing job in teaching from home. If you look at the numbers, it is clear from a health perspective Glendale is not going to get rid of this virus anytime soon. You do have the opportunity to focus on finishing the year strong with distance learning. Let's not try to do hybrid now. Over the summer, let's take the time to review outdoor classrooms and staffing to return students safely back to school.
- 15. <u>Sarah Yuhan</u>, parent, urged the Board to be cautious about reopening our schools. Her daughter is enjoying the lessons giving virtually. We waited this long, we can wait a bit longer until more of the public is vaccinated. She thanked the Board for considering the health and welfare of our community members.

#### CLOSED SESSION

The Board recessed to Closed Session at 5:52 p.m. to discuss the following:

1. Conference with GUSD Labor Negotiators pursuant to Government Code Section 54957.6:

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

#### **CLOSED SESSION**

- 2. Threat to Public Services or Facilities (Government Code Section §54957) Consultation with: Dr. Vivian Ekchian, Superintendent
- 3. Conference with Legal Counsel-Existing litigations pursuant to Government Code Claim No. 013-000281

#### CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 6:45 p.m. No action was taken during Closed Session.

#### SUPERINTENDENT'S UPDATE

1. COVID-19 Safety Update

Presentation included return to school update, current stats of Los Angeles County, planning for vaccinations, partnering with Valencia Branch Laboratory for on-going COVID-19 testing, and next steps.

2. Student-led Projects in Service to our Community

GUSD is committed to creating a safe and inclusive learning environment for every child.

#### <u>INFORMATION</u>

- 1. Early College Academy Update
- 2. FACTS Program Curriculum Adoption Update
- 3. Proposed Revisions to Board Policies Relating to Community Relations, Students and Instruction
- 4. Update on Measure S and Facility Programs
- 5. Acknowledgements of Service

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

#### **ACTION REPORTS**

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

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

2. Approval of Teaching Tolerance Social Justice Standards

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

3. Approval of Cloud Computing and Computer Science Academy

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

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

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

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

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

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

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

#### CONSENT CALENDAR

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

#### CONSENT CALENDAR (Continued)

- 2. Certificated Personnel Report No. 10
- 3. Classified Personnel Report No. 10
- 4. Warrants totaling \$1,336,038.34 for January 13, 2021 through January 27, 2021.
- 5. Purchase Orders totaling \$811,191.96 for the period of January 11, 2021 through January 22, 2021
- 6. Appropriation Transfer and Budget Revision Report
- 7. Transfer of Cash Balance from the General Fund (01.0) to the Special Reserve Fund for Capital Outlay Projects (40.1)
- 8. Approval of Notice of Completion for Contract with PlayPower LT Farmington, Inc. for Purchase and Installation of Playground Equipment and Fall Zone Material at Columbus Elementary School
- 9. Rejection of Claim
- 10. Agreement with California State University, Dominguez Hills
- 11. Agreement with Boston University
- 12. Approval of Revisions to Board Policies Relating to Students, Instruction, and Bylaws of the Board
- 13. Acceptance of Donors Choose Award
- 14. Acceptance of Gifts

It was moved by Ms. Nahabedian and seconded by Mrs. Freemon to approve the Consent Calendar, as presented. Motion approved unanimously, except on Consent Calendar #2, in which Mrs. Freemon abstained. AYES—Freemon, Krikorian, Nahabedian, Sahakian, and Gharpetian.

#### REPORTS FROM THE BOARD

Mrs. Freemon clarified the process in how much time is given to each speaker during public comments. It's not an arbitrary decision. On rare occasions, we will do a motion to extend the time. We are being fair and equitable. This week is also National Gun Survivors Week. Lastly, when we have a resolution it has to have action to it. This year, we increased what we are doing to properly recognize Black History Month. She gave a shout out to Mr. Craig Lewis for the resource materials given to our teachers. She knows that this came out of the work of our Culturally Relevant & Responsive Education Working Group.

#### REPORTS FROM THE BOARD (Continued)

Ms. Nahabedian thanked Mrs. Freemon about reminding us about the safe gun storage resolution that the Board took action on last year. She really appreciates that we are going to continue to hear about our student service projects around Black History Month. She remembers how we came together with our community members last year, before the term Black Lives Matter was readily acceptable. This Board embraced it and made sure we really recognized that there are disproportionality and equity issues. We will continue to create opportunities throughout the year. Through teaching tolerance, the concept of justice and bias gets integrated into the curriculum. She was happy we had the chance to honor our counselors and make note of the work that they do. The CALSSD met with Patrick O'Donnell, Chair of the Assembly Education Committee, and reviewed the Governor's plans. Lastly, she mentioned that Dr. Ekchian is the recipient of the YWCA Glendale 2021 Heart and Excellence Award in the educator category. On April 14, we will be able to honor her.

Mr. Sahakian congratulated Dr. Ekchian on this well-deserved award from the YWCA. The Board with Dr. Ekchian's leadership made a commitment to this work with the start of Black History Month. Seeing that it is having a real impact at each of our schools is really bringing the community together. He is excited for the speakers' series, as well. In addition, he is excited to launch virtual office hours for all stakeholders every Friday from 5-6 p.m. and every Saturday from 10 -11 a.m. through the month of February. It will be an opportunity for conversation as no two households are alike. He is looking forward to the feedback.

Mr. Krikorian spoke about his visit to Armenia and Hye Hopes' efforts to help the children and the schools along the borders. Thousands of lives have been lost. It is disheartening that it is not on the news. If you want to help the cause, go to HyeHopes.org. As to reopening of schools, at some point we will need to put our feet in the water and make it an option for our students to return when Public Health allows us to do so. A salute to Black History Month and Martin Luther King, Jr. We have come a long way in addressing racism. We need to come together as one.

Dr. Gharpetian gave a shout out to our staff for conducting a successful LCAP Town Hall meeting. It was wonderful that our parents asked questions. Two students at Wilson Middle School interviewed her as they have started a newsletter. The conversation was about school reopening and our plans. The winner of the Poetry Out Loud contest was Jean Doody from Glendale High. She will be moving forward to the regional competition. The runner up was Maria Galstyan from Clark Magnet High. She announced tomorrow is the first speaker session for the Black History Month. Our fourth Student Voice Panel is February 23, at 5:30 p.m., via zoom. To correct an incorrect statement made during public comment, she is trained to administer the COVID-19 vaccine.

#### REPORTS FROM THE SUPERINTENDENT

<u>Dr. Ekchian</u> said last year the Board adopted a resolution "Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students and Community Members." Today marks the second year of the passing of Dr. Michelle King, former Superintendent of LAUSD. She reflected upon her leadership, kindness, poise, and dedication. There are no words that capture what an exceptional mother, daughter, and friend she was to so many. She broke the glass ceiling many times as an African American female leader. She dedicated this meeting to her.

#### <u>ADJOURNMENT</u>

There being no further business, President Gharpetian adjourned the meeting at 9:20 p.m. in memory of Dr. Michelle King.

Dr. Armina Gharpetian President, Board of Education Nayiri Nahabedian Clerk, Board of Education

Board of Education Minutes - Regular Meeting, February 2, 2021 Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent Approved by the Board of Education:

February 16, 2021

#### CONSENT CALENDAR NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

of Classified Personnel

SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 11

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

Position Effective Dates
And Salary Rate

Maternity Leave of Absence

1. Yarijanyan, Ashkhen Teacher, Regular 4/26/21 through 6/12/21

1st Grade

R.D. White Elementary

Extension of Maternity Leave of Absence

1. Dersaroian, Taleen Teacher, Regular 12/03/20 through 2/26/21

3<sup>rd</sup> Grade

R.D. White Elementary

2. Katzer, Whitney Teacher, Regular 10/21/20 through 3/11/21

Math

Crescenta Valley High School

Parental Leave of Absence

1. DeBellis, Theresa Teacher, Regular 2/03/21 through 3/21/21

2<sup>nd</sup> Grade

Glenoaks Elementary

Change of Parental Leave of Absence

1. Dersaroian, Taleen Teacher, Regular 3/01/21 through 4/30/21

3<sup>rd</sup> Grade

R.D. White Elementary

Position Effective Dates
And Salary Rate

#### Extension of Health Leave of Absence

1. Satamian, Taline Teacher, Regular 1/07/21 through 2/05/21

3<sup>rd</sup> Grade – French Franklin Elementary

Family & Medical Leave of Absence

1. Yarijanyan, Ashkhen Teacher, Regular 4/26/21 through 6/12/21

1<sup>st</sup> Grade

R.D. White Elementary

Extension of Family & Medical Leave of Absence

1. Satamian, Taline Teacher, Regular 1/07/21 through 2/05/21

3<sup>rd</sup> Grade – French Franklin Elementary

#### Certification Authorization

1. Pursuant to Education Code Section 44263 authorization is requested for the following certificated employees to teach in another area through the completion of eighteen semester hours of coursework, or nine semester hours of upper division/graduate work in the subject area to be taught.

NAME	SUBJECT	SCHOOL
------	---------	--------

Peterson Babington, Janice Science: Biological Science Crescenta Valley HS

Election Hourly/Daily

1. Galvez-Grado, Sylvia Teacher Specialist, as 2/01/21 through 6/30/21

needed, to close the Regular rate of pay school year, preparing Not to exceed 3 days total

and completing Title I

required tasks and 01.0 30100.0 11100 10000 1130

documents 2200000

Cerritos Elementary

#### Position

#### Effective Dates And Salary Rate

#### Revision to Previous Personnel Report

1. Revision to Board Report No. 18, May 19, 2017

Page 8, Item 14

Various names

Teachers, Substitute Teachers and Retirees, as needed, to attend ELPAC trainings and provide Initial & Summative ELPAC testing at various school sites

Assessment & Evaluation

7/01/20 through 6/30/21 \$31.00 per hour for training \$34.00 per hour for testing Not to exceed \$100,000.00 total Assessment & Accountability (ELPAC)

01.0 00000.0 11100 10000 1130 0004616

Add the following names:

Ahn, Linda (sub)

Charbonneau, Rogerlin (sub)

Chesworth, Jeanne

Dixon, Deborah (sub)

Drewe, Lynn (sub)

Farmer, Paige (sub)

Hiller, John

Jacobson, Nancy

Karabedian, Gary (sub)

Kim, Diane (sub)

Kuby, Kathryn (sub)

McNulty, Michael (sub)

Seeto, Katheleen (sub)

Strand, Bonnie (sub)

Tenner, Kristina (sub)

Underwood, Vincent

Vasquez, Raquel (sub)

White, Michael (sub)

Worden, Pamela (sub)

Zatarain, Barbara

#### Position

## Effective Dates And Salary Rate

#### Revision to Previous Personnel Report (Cont.)

2. Revision to Board Report No. 10, February 2, 2021

Page 5, Item 3
Bedrousi, Soseh
(GHS)
Myles, Robbie
(HHS)
Schick, Matthew
(CVHS)
Winder, Talisen
(Keppel)
Zierhut, Joan
(Keppel)

Teachers, as needed, to participate on the Arts Advisory Council Teaching & Learning 1/01/21 through 6/30/21 Extra hourly rate of pay Not to exceed 20 hours 01.0 07405.0 11100 10000 1130 0000618

Change rate of pay to read:

\$31.00 per hour

Remove the following name: Zierhut, Joan

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

Page 12, Item 11

Yermian, Jaklin

Substitute teacher, as needed, to conduct FLOSEM assessments to incoming

students for the FLAG French Program at Franklin Elementary 1/07/21 through 5/31/21

\$34.00 per hour

Not to exceed 24 hours total FLAG Support Program 01.0 000000.0 00000 21004 1130

0008682

Change to read: Not to exceed 30 hours total

#### Personal Services Agreement

1. Shushan, Karapetian Consultant, as needed, for

zoom presentation to Roosevelt staff/students on the topic of Armenian

Genocide

Roosevelt Middle School

4/01/21 through 4/30/21 Not to exceed \$1,000.00

Title I

01.0 30100.0 11100 10000 5811

0500000

Position

Effective Dates
And Salary Rate

#### Conference/Workshop/Meeting Authorization

In accordance with Board of Education Policy 4011 pertaining to conference and workshop attendance, approval has been given to the following persons to attend the conference as designated, with reimbursement for actual and necessary expenses in accordance with Board Policy:

- A. The following workshop authorizations are not paid from District General Funds:
- 1. It is recommended that approval be given to Teachers Montserrat Perez and Glory Williams from Holy Family High School to attend Bureau of Education & Research (BER) about Enhancing Instruction Workshop: Practical Activities to Strengthen your students Proficiency in French and Communicative Proficiency Using Seesaw, Screencastify, and to include all expenses including the Conference registration fee not to exceed \$558 total, on April 26, 2021.

Title II 01.0 40352.0 11100 10000 5220 0000673

February 16, 2021

CLASSIFIED PERSONNEL REPORT NO. 11

CONSENT CALENDAR NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/

Director of Classified Personnel

SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 11

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

Months/Hours, and

<u>Location</u> <u>Salary Rating</u>

Medical Leave of Absence

1. Education Assistant II

Khalulyan, Rebeka Crescenta Valley 01/25/21 through 02/19/21

2. <u>Psychological Services Provider</u>

Kerkyasharian, Salpi Student Services 12/30/20 through 04/08/21

Extension of Medical Leave of Absence

1. <u>Cafeteria Worker I</u>

Almendra, Milagro Roosevelt 08/07/20 through 02/09/21

Family & Medical Leave of Absence

1. Psychological Services Provider

Kerkyasharian, Salpi Student Services 12/30/20 through 04/08/21

> Effective Dates, Months/Hours, and Salary Rating

Location

**Election from Eligibility List** 

1. Typist Clerk II

Dehbashian, Sasoon Toll 02/09/21; 10/8; 12-1

01.0 00000.0 00000 27004 2410 0700000

Friedman, Eva Glendale 02/09/21; 10/8; 12-1

01.0 00000.0 00000 27004 2410 0200000

2. Wellness Coordinator

Lacagnina, Gina Nutrition Services 03/08/21; 12/8; M43-1

 $01.0\ 94033.0\ 00000\ 37000\ 2310\ 0000662$ 

Deceased

1. Education Assistant II

Morrow, Lisbeth 02/08/21

Change of Assignment

1. Change of Location

a. Education Assistant I

Gomez, Julietta Dunsmore 02/01/21

From Cerritos 01.0 32100.0 11100 10000 2110 0001615

Sahakian, Hilda Franklin 01/11/21

From Jefferson 01.0 60100.0 11100 10000 2110 2700000

2. <u>Increase in Months</u>

a. Education Assistant I

Baltaian, Hasmik Lincoln 01/11/21; 9.25/3.5

From 9.25/3 01.0 91100.0 85000 10000 2110 0000671

Effective Dates, Months/Hours, and Salary Rating

Change of Assignment - Continued

#### 3. Provisional Assignment

a. Buyer

Amirkhani, Hermik Procurement & 11/17/20 through 01/07/21

Location

Contract Services 8 hours a day

From Typist 32-2

Clerk III, 16-9 01.0 00000.0 00000 72006 2410 0000685

Sievert, Maria Procurement & 11/17/20 through 01/07/21

Contract Services 8 hours a day

From Typist 32-2

Clerk III, 16-9 01.0 00000.0 00000 72006 2410 0000685

Amirkhani, Hermik Procurement & 01/08/21 through 03/05/21

Contract Services 8 hours a day

From Typist 32-2

Clerk III, 16-9 01.0 00000.0 00000 72006 2410 0000685

Sievert, Maria Procurement & 01/08/21 through 03/05/21

Contract Services 8 hours a day

From Typist 32-2

Clerk III, 16-9 01.0 00000.0 00000 72006 2410 0000685

b. Cafeteria Worker II

Manukyan, Manushak Franklin 01/11/21 through 01/15/21

From Cafeteria 5.5 hours a day

Worker I, 1-4 4-5

13.0 53100.0 00000 37000 2212 0300000

Effective Dates, Months/Hours, and Salary Rating

Location

Change of Assignment - Continued

3. Provisional Assignment - Continued

c. Cook/Baker

Babakhani, Armineh Rosemont 02/01/21 through 02/26/21

From Cafeteria 8 hours a day

Worker I, 1-9 9-7

13.0 53100.0 00000 37000 2212 0600000

Jarian, Shakeh Crescenta Valley 02/01/21 through 02/26/21

From Cafeteria 6.5 hours a day

Worker I, 1-9 9-7

13.0 53100.0 00000 37000 2212 0300000

d. Manager, Cafeteria, Secondary School Non-Transport

Tarverdians, Laris Rosemont 02/01/21 through 02/26/21

From Cook/Baker 8 hours a day

9-7 M4-2

13.0 53100.0 00000 37005 2310 0000662

e. Manager, Cafeteria, Secondary School Transport

Issagoolian, Berzwik Crescenta Valley 02/01/21 through 02/26/21

From Cook/Baker 8 hours a day

9-9 M12-1

13.0 53100.0 00000 37005 2310 0000662

Effective Dates, Months/Hours, and Salary Rating

Location

Revisions to Previous Board Reports

1. Revision to Personnel Report # 9, January 19, 2021

Page 5, Item 4b

**Provisional Assignment** 

Cook/Baker

Boghosian, Janet Glendale 01/07/21 through 01/29/21

From Cafeteria 8 hours a day

Worker I, 1-9 9-7

13.0 53100.0 00000 37000 2212 0200000

Change date to read: 01/08/21 through 01/15/21

> Effective Dates, Months/Hours, and Salary Rating

Location

<u>Revisions to Previous Board Reports</u> - Continued

2. Revision to Board Report #8, December 15, 2020

Page 4, Item 8

**Election from Eligibility List** 

Yard Duty Assistant

Toktalian, Celine Lincoln 12/16/20; 9.25/6; 1-2

01.0 32200.0 11100 10000 2110 0001615

Change hours to read: 9.25/3.5

> Effective Dates, Months/Hours, and Salary Rating

Location

Revisions to Previous Board Reports - Continued

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

Page 22

BBS Associate RS Counselor

Baghdasarian, Serani
Galandaryan, Srbui
Goss, Jennifer
Khadr, Tara
Michaelian, Stephanie
Ramirez, Melissa
Rivera, Candice

08/17/20 through 06/11/21 \$25.00 per hour Not to exceed 6 hours a day, each Special Education – Mental Health 01.0 65120.0 50011 21000 2930 0000600

<u>Change account to read:</u> <u>Change names to read:</u> 01.0 65460.0 20011 21000 2930 0000600 Goss, Jennifer Khadr, Tara Michaelian, Stephanie Ramirez, Melissa Glendale Unified School District Classified Personnel Report No. 11 Consent Calendar No. 3 February 16, 2021 Page 8

Effective Dates, Months/Hours, and Salary Rating

Location

Revisions to Previous Board Reports - Continued

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

Page 22, Item 3

#### Personal Services Agreement

Tejada, Lisa Consultant,

as needed to provide virtual assistance and language support for the German Dual Language Program at Franklin

Magnet Elementary School during the 2020-2021 school year. 08/31/20 through 12/18/20 Not to exceed \$5,625.00 total

**Educational Services** 

01.0 00000.0 00000 71001 5811 0007616

<u>Change dates to read:</u> <u>Change amount to read:</u> <u>Change account to read:</u> 08/21/20 through 06/10/21 Not to exceed \$12,712.00 total 01.0 95100.0 11100 10000 5811 2700000 Glendale Unified School District Classified Personnel Report No. 11 Consent Calendar No. 3 February 16, 2021 Page 9

> Effective Dates, Months/Hours, and Salary Rating

Location

### Revisions to Previous Board Reports - Continued

#### 5. Revision to Board Report #5, October 6, 2020

Page 24, Item 9

#### Personal Services Agreement

Olivares lida, Maria Christina

as needed to provide virtual assistance and language support for the Spanish Dual Language Program at Franklin Elementary School during the 2020-2021 school year.

Consultant,

08/31/20 through 12/18/20 Not to exceed \$3,375.00 total

**Educational Services** 

 $01.0\ 00000.0\ 00000\ 71001\ 5811\ 0007616$ 

<u>Change dates to read</u>: <u>Change amount to read</u>: <u>Change account to read</u>: 08/31/20 through 06/10/21 Not to exceed \$6,780.00 total 01.0 95100.0 11100 10000 5811 2700000 Glendale Unified School District Classified Personnel Report No. 11 Consent Calendar No. 3 February 16, 2021 Page 10

> Effective Dates, Months/Hours, and Salary Rating

Location

### Personal Services Agreement

1. Liggins, DeMark

Consultant, keynote speaker for a zoom presentation to GUSD staff/ students on the topic of Black History Month 02/03/21 through 02/26/21 Not to exceed \$1,000.00 total

Title I

01.0 30100.0 11100 10000 5811 0500000

February 16, 2021

#### CONSENT CALENDAR NO. 4

TO:

Board of Education

FROM:

Dr. Vivian Ekchian, Superintendent

SUBMITTED BY:

Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY:

Karineh Savarani, Director, Financial Services

SUBJECT:

Warrants – District Funds

The Superintendent recommends that "A" Form (Payroll Warrants) issued February 1, 2021 – February 10, 2021 as shown below totaling \$9,654,106.30, and "B" Form (Other than Payroll Warrants) issued January 1 – 31, 2021, totaling \$9,342,008.11 be approved. Funding for Form "A" Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, and 25.0 Capital Facilities Fund.

REGISTERED	WAR	RAi	NT			
NUMBER	NUN	ИВE	ER	DESCRIPTION		AMOUNT
C1G-C	683642	-	6836466	Certificated	\$	7,359,004.41
C1G-N				Classified		3,275.91
028-N	683721	-	6837218	Classified		1,017.08
029-C	683736	-	6837368	Certificated		906,29
C5G-C	683827	-	6838314	Certificated		550,329.00
C5G-N	683831	-	6838315	Classified		7,129.51
034-N	683911	_	6839116	Classified		48.25
035-C	683936	-	6839365	Certificated		858.71
E4N-N	684026		6840354	Classified		1,443,525.31
036-C	684291	-	6842923	Certificated		11,745.91
036-N	684292	-	6842925	Classified		1,403.43
C3G-N	684391	_	6843962	Classified		274,862.49
		/		TOTA	L \$	9,654,106.30

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

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	1.0 GENERAL FUND		
3932	OTHER DISTRICT PAID BENEFITS	2	2,012.51
4110	TEXTBOOKS	12	12,555.25
4210	BOOKS & OTHER REFERENCE MATERIAL	7	4,613.07
4310	INST. MATERIALS & SUPPLIES	335	79,532.02
4312	INST, PERIODICALS & MAGAZINES	3	99.58
4317	COMMENCEMENT	5	2,190.85
4340	INST, SOFTWARE/LICENSES	63	104,297.93
4350	OFFICE & OTHER SUPPLIES	68	6,103.59
4351	PRINTING & REPRODUCTION	6	778.99
4353	EDIBLE SUPPLIES	12	735,78
4360	TIRES, FUEL AND OIL	6	4,591.29
4370	CUSTODIAL/OPERATION SUPPLIES	50	13,278.07
4371	GROUNDS SUPPLIES	11	290.28
4372	POOL SUPPLIES	4	1,269.60
4380	MAINTENANCE SUPPLIES	18	3,566.81
4381	REPAIR SUPPLY & MATERIALS	79	54,263.77
4410	NON-CAP AV/COMPUTER EQ UNTAGGED	50	38,043.68
4420	NON-CAP EQUIP -UNTAGGED	140	30,632.21
4430	NON-CAP EQUIP - TAGGED NON-COMPUTER	16	40,691.72
4440	NON-CAP COMPUTER EQUIP TAGGED	15	121,364.64
5210	MILEAGE & CAR ALLOWANCES	9	278.14
5220	TRAVEL AND CONFERENCES	86	16,692.88
5310	DUES AND MEMEBERSHIPS	4	380.00
5510	NATURAL GAS SERVICES	8	26,490.97
5520	ELECTRICITY SERVICES	85	206,627.65
5530	WATER	72	56,650.49
5561	TRASH DISPOSAL	8	25,231.94
5562	SEWER CHARGES	75	19,792.67
5610	RENTALS, LEASES AND REPAIRS	26	30,652.93
5611	ETIS COPIER LEASES	1	4,922.62
5630	REPAIRS	45	62,869.16
5802	FREIGHT EXPENSE	2	11,595.00
5804	NON-PUBLIC SCHOOL	63	474,349.47
5811	PERSONAL SERVICES	33	59,166.87
5812	NON-PSA SERVICE AGREEMENT	74	480,263.27
5813	UNIFORM SERVICES	1	2,919.88
5815	OPERATING SERVICES	46	420,379.72
5816	NON-PUBLIC SCHOOL SERVICES	85	185,074.34
5821	LEGAL FEES	3	6,678.75
5823 5825	SPEC ED LEGAL SETTLEMENTS	2	95,567.50
5825	AUDIT FEES	2	16,500.00
5830	ADVERTISEMENT	12	11,982.58

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5852	NON-INSTRUCTIONAL, CONSULTANTS	3	14,321.00
5853	CONTRACTUAL SERVICES	1	1,486.20
5911	POSTAGE/UPS/FEDEX	5	31,156.50
5912	TELEPHONE	11	17,007.48
5914	DATA LINE	1	59.47
5916	OTHER PHONES	4	14,296.07
6250	BUILDING CONSTRUCTION/IMPROV	1	38,714.40
6252	OTHER CONSTRUCTION	8	42,715.90
6293	PRINTING & DISTRIBUTION	1	330.75
8689	ALL OTHER FEES AND CONTRACTS	8	656.19
8699	ALL OTHER LOCAL REVENUES	2	128,379.52
9320	STORES	4	46,737.67
9530	FRINGE BENEFITS SUBS - H&W	4	3,286,005.84
9543	DIRECT DEPOSIT PAYABLE	1	1,438.44
9552	USE TAX PAYABLE	92	2,598.09
		1,790	6,361,881.99
<b>5</b> 220	12.0 CHILD DEVELOPMENT FUND	4	250.00
5220 5903	TRAVEL AND CONFERENCES	4	358.00
5802 5912	FREIGHT EXPENSE	2	115.00
5812 5016	NON-PSA SERVICE AGREEMENT	2	654.80
5916	OTHER PHONES	1	0.23
8673	CHILD DEVELOPMENT PARENT FEES	1	82.98
		10	1,211.01
	13.0 CAFETERIA FUND		
4350	OFFICE & OTHER SUPPLIES	2	161.41
4360	TIRES, FUEL AND OIL	2	618.88
4380	MAINTENANCE SUPPLIES	3	461.70
4395	NON-FOOD SUPPLIES	4	6,084.14
4710	FOOD	41	59,930.63
5563	PEST CONTROL	2	2,225.60
5610	RENTALS, LEASES AND REPAIRS	7	9,511.49
5813	UNIFORM SERVICES	69	3,158.50
5815	OPERATING SERVICES	1	217.32
5916	OTHER PHONES	1	162.49
8634	FOOD SERVICE SALES	3	371.45
9552	USE TAX PAYABLE	6	3.31
		141	82,906.92

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	21.1 MEASURE S PROJECTS FUND		
5590	OPERATIONS & OTH HOUSEKEEPING	1	79.38
5610	RENTALS, LEASES AND REPAIRS	2	430.91
5815	OPERATING SERVICES	1	160.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	92.50
6210	ARCHITECT FEES ON BUILDINGS	2	2,960.00
6211	ELIGIBILITY CONSULTANT	1	428.75
6250	BUILDING CONSTRUCTION/IMPROV	3	316,117.24
6252	OTHER CONSTRUCTION	4	38,583.21
6273	ASBESTOS/LEAD	1	10,856.50
6275	CONST TSTNG ON BLDNGS & IMPROV	2	1,215.50
6293	PRINTING & DISTRIBUTION	2	521.50
9552	USE TAX PAYABLE	1	1.00
		21	371,446.49
	25.0 CAPITAL FACILITIES FUND		
6210	ARCHITECT FEES ON BUILDINGS	1	989.40
6252	OTHER CONSTRUCTION	1	277.83
		2	1,267.23
	40.1 SPEC RESERVE - CAPITAL PROJECTS		
5520	ELECTRICITY SERVICES	2	474.55
5530	WATER	1	579.90
5562	SEWER CHARGES	2	404.03
5610	RENTALS, LEASES AND REPAIRS	2	5,569.00
6210	ARCHITECT FEES ON BUILDINGS	2	9,510.00
6250	BUILDING CONSTRUCTION/IMPROV	1	18,703.60
6275	CONST TSTNG ON BLDNGS & IMPROV	2	4,969.00
6280	BUILDING INSPECTIONS	1	14,300.00
		13	54,510.08
	67.0 SELF-INSURANCE FUND		
5872	DELTA ADMINISTRATIVE FEES	2	14,206.41
5873	VSP CLAIMS	7	26,893.88
5874	VSP ADMINISTRATIVE FEES	1	3,962.00
5875	DELTA PAYMENTS	1	216,887.20
5877	MEDIMPACT CLAIMS	2	12,232.28
5878	MEDIMPACT PAYMENTS	2	788,183.25
		15	1,062,365.02

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	67.1 WORKERS' COMPENSATION FUND		
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	11,814.92
		1	11,814.92
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	156,073.41
		1	156,073.41
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	20	862,967.04
9518	TAX SHELTER ANNUITY	1	351,379.00
9588	ROTH IRA-LACOE USED ONLY	1	24,185.00
			1.000 804.04
		22	1,238,531.04
	TOTALS	2,016	\$ 9,342,008.11

FEBRUARY 16, 2021

CONSENT CALENDAR NO. 5

TO:

Board of Education

FROM:

Dr. Vivian Ekchian, Superintendent

SUBMITTED BY:

Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY:

Christine J. Ward, Director, Procurement & Contract Services

SUBJECT:

PURCHASE ORDER LISTING

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$878,307.22 for the period of January 25, 2021 through February 5, 2021 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JANUARY 25, 2021 THROUGH FEBRUARY 5, 2021.

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	43	111,151.71
FEDERAL RESTRICTED RESOURCES	36	352,050.12
STATE RESTRICTED RESOURCES	24	95,141.09
LOCAL RESTRICTED RESOURCES	45	214,733.13
FOOD SERVICES FUND	2	470.47
MEASURE S PROJECTS FUND	10	104,760.70
	and any sale time and time	
TOTAL	160	\$878,307.22

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

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
0021003896 IXL LEARN 0021003900 AMAZON C		217.62 108.00
0021003910 GSI CERTIF 0021003911 IMAGECUB 0021003914 AMAZON C	E	285.00 409.26 133.36
0021003917 COUNTY SA 0021003931 J.W. PEPPEI 0021003932 IMAGECUB 0021003940 QUIZIZZ IN 0021003941 CDW GOVE 0021003942 SCHOOLSFI	R & SON, INC. E C	416.99 91.99 574.96 480.00 857.39 113.87
0021003943 CDW GOVE 0021003958 CLEAN SWI 0021003959 AMS.NET		303.19 210.84 19,760.00
0021003962 NIPPON SHO 0021003963 THE SOUTH	OSEKI HANBAI, INC. IERN CA LEARNING CORP. SERVICE CONTRACT TO PROVIDE DISTANCE TRAINING SERVICES AT RD WHITE ELEMENTARY SCHOOL - CATEGORICAL PROGRAMS	478.49 18,576.00
0021003968 APEX LEAR 0021003969 ALL AMERI	NING, INC. CAN TROPHY AND ENGRAVING CO BLANKET PURCHASE ORDER FOR ACADEMIC AWARDS AND CERTIFICATES - CLARK MAGNET HIGH SCHOOL	625.00 6,373.00
0021003970 MAINTEX 0021003975 APPLE COM 0021003979 SIGNS & LU		52.81 152.14 3,524.25
0021003984 NVLS PROF	ESSIONAL SERVICES SERVICE AGREEMENT TO PROVIDE E-RATE CONSULTING SERVICES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	26,000.00
0021003996 MAINTEX	CUSTODIAL SUPPLIES - CLARK MAGNET HIGH SCHOOL	2,084.72
0021003997 FASTENAL 0021003998 THE HOME	COMPANY DEPOT PRO (SUPPLYWORKS) CUSTODIAL SUPPLIES TO LEMIDDUE SCHOOL	410.00 1,443.14

CUSTODIAL SUPPLIES - TOLL MIDDLE SCHOOL

PO NUMBE	R	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021004003	STARFALL E ULINE SHIPI JOSTEN'S, IN		270.00 382.02 5,291.13
0021004007 0021004008	LACOE ULINE SHIPE	VALLEY ATHLETICS  PING SUPPLY TA PRODUCTS INC AUDIOVISUAL SUPPLIES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	699.83 924.00 922.79 3,957.98
0021004018	THE HOME I	DEPOT PRO (SUPPLYWORKS) HEALTH SUPPLIES - WILSON MIDDLE SCHOOL	1,163.91
0021004019	AMAZON CA	APITAL SERVICES, INC. COMPUTER SUPPLIES - STUDENT SUPPORT SERVICES	351.67
0021004020	DILIGENT BI	USINESS SOLUTIONS, INC. ANNUAL SUBSCRIPTION - FACILITY & SUPPORT OPERATIONS	6,800.00
0021004027 0021004028	THE HOME I	EP SUPPLY CO INC DEPOT PRO (SUPPLYWORKS) DEPOT PRO (SUPPLYWORKS) EP SUPPLY CO INC CUSTODIAL SUPPLIES - MONTE VISTA ELEMENTARY SCHOOL	564.64 88.19 490.40 1,255.75
0021004044	STATE OF CA	A DEPT OF INDUSTRIAL RELATIONS ELEVATOR MAINTENANCE SERVICES AT SECONDARY SCHOOLS - FACILITY & SUPPORT OPERATIONS	3,850.00
0021004052			266.35 91.03 100.00
0021003898	HATCHING F	TOTAL  FEDERAL RESTRICTED RESOURCES RESULTS, LLC CONFERENCE EXPENSES - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,327.00
	NCS PEARSO SCHOOLSFIF	ON INC. RST FEDERAL CREDIT UNION - VISA GARIBALDI PRESS - BOOKS - HOOVER HIGH SCHOOL	240.00 36.22
0021003904	GOLDEN STA	AR TECHNOLOGY INC. COMPUTER EQUIPMENT - HOOVER HIGH SCHOOL	2,510.35
0021003905	ROSETTA ST	ONE LTD LICENSES - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,250,00

PO NUMBE	R	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021003915 0021003916			110.00 89.86 690.25 82,684.74
		DRUM OF LOS ANGELES DWARD GAMBLE CONSULTANT TO PROVIDE TRAINING TO FOOTHILL SELPA PSYCHOLOGIST, BOARD APPROVED 11/2/2020 - FOOTHILL SELPA	100.00 1,200.00
0021003939	PS PROMOTI	ONAL SOLUTIONS LLC COVID RELATED RETURN TO SCHOOL SUPPLIES - FACILITY & SUPPORT OPERATIONS	36,880.00
0021003980 0021003981 0021003982 0021003983 0021003985	WESTERN PS BRUSTEIN & BUREAU OF BRUSTEIN &		562.50 54.02 350.00 558.00 595.00 595.00 540.23 3,640.00
0021003990		JCATIONAL LLC DBA CONJUGUEMOS SYCHOLOGICAL SERVICES ON INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	50.00 48.51 3,000.00
0021003999	IPEVO INC.	AUDIOVISUAL EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	2,199.62
0021004001	CDW GOVER	NMENT AUDIOVISUAL EQUIPMENT - ROOSEVELT MIDDLE SCHOOL	2,756.25
	THE HOME D TURNITIN LI	DEPOT PRO (SUPPLYWORKS) LC LICENSES - CLARK MAGNET HIGH SCHOOL	567.53 5,009.55
0021004015	THE PRINCE	TON REVIEW LICENSES FOR ONLINE TUTORING SERVICES - ROOSEVELT MIDDLE SCHOOL	11,375.00
0021004016	ESSAYPOP, L	LC LICENSES - ROOSEVELT MIDDLE SCHOOL	2,360,00
0021004032	FLINN SCIEN OFFICE DEPO VETERAN BU		69.49 77.15 164,823.75

**OPERATIONS** 

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021004055 VE	TERAN BUILDING MAINTENANCE, LLC COVID RELATED SUPPLIES FOR RETURN TO SCHOOL - FACILITY & SUPPORT OPERATIONS	3,512.88
0021004056 CL	EAN SWEEP SUPPLY CO INC COVID RELATED SUPPLIES FOR RETURN TO SCHOOL - FACILITY & SUPPORT OPERATIONS	17,394.47
0021004060 WI	NSOR LEARNING, INC ONLINE TRAINING SERVICES - SPECIAL EDUCATION	2,750.00
021002214A SCI	HOLASTIC INC	42.75
	TOTAL	352,050.12
0021003895 UN	STATE RESTRICTED RESOURCES IVERSAL MUSIC - MGB NA LLC MUSIC LIBRARY ANNUAL SUBSCRIPTION - SECONDARY SERVICES	3,377.00
0021003902 IPE	VO INC. AUDIO-VISUAL EQUIPMENT - FOOTHILL SELPA	1,163.17
	RBANK UNIFIED SCHOOL DIST N JOAQUIN COUNTY OFFICE OF EDUCATION ONLINE SERVICES - FOOTHILL SELPA	75.00 1,467.75
0021003908 BU	RBANK UNIFIED SCHOOL DIST SERVICE AGREEMENT TO PROVIDE VISION THERAPY SERVICES - SPECIAL EDUCATION	3,724.94
0021003909 CA.	LIFORNIA RESPITE CARE INC. SERVICE AGREEMENT TO PROVIDE ONE ON ONE PERSONAL ASSISTANCE TO RINDER - SPECIAL EDUCATION STUDENTS - RINDER - SPECIAL EDUCATION	25,000.00
0021003912 KA	THLEEN N MERCIER CONSULTANT TO PROVIDE TRANSITION ASSESSMENTS FOR SPECIAL EDUCATION STUDENTS AND PROVIDE PROFESSIONAL DEVELOPMENT ON PERFORMING TRANSITION ASSESSMENTS, BOARD APPROVED 1/19/2021 - SPECIAL EDUCATION	6,000.00
0021003935 BU	RBANK OPTOMETRIC CENTER INC. CONTRACT CONSULTANTS - SPECIAL EDUCATION	14,900.00
0021003951 TO	ON BOOM ANIMATION INC. ANNUAL LICENSES - CLARK MAGNET HIGH SCHOOL	2,000.00
	GI-KEY CORP DBA DIGI-KEY ELECTRONICS ON BOOM ANIMATION INC. LICENSES - HOOVER HIGH SCHOOL	981.67 2,100.00

PO NUMBE	STATE RESTRICTED RESOURCES (CONTINUATION)  VENDOR	AMOUNT
0021003967	CAREERSAFE, LLC ONLINE CERTIFICATION FOR STUDENTS - GLENDALE HIGH SCHOOL	1,250.00
0021003986	HOSA-FUTURE HEALTH PROFESSIONALS OFFICE DEPOT AMAZON CAPITAL SERVICES, INC. AUDIO VISUAL EQUIPMENT AND SUPPLIES - ROOSEVELT MIDDLE SCHOOL	580.00 363.70 610.16
0021004002 0021004011	FLINN SCIENTIFIC INC TINA DEMIRDJIAN AMERICAN RED CROSS AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - CLARK MAGNET HIGH SCHOOL	131.86 276.20 315.00 169.44
0021004031	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - FOOTHILL SELPA	291.92
0021004034	REGISTRATIONS FOR YOU  CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	1,185.00
	CDW GOVERNMENT CHALMERS CONSTRUCTION SERVICES, INC SERVICE CONTRACT TO PROVIDE LABOR AND MATERIAL FOR THE NEW COMPUTER LAB AT ROSEMONT MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	303.28 28,375.00
0021004058	REGISTRATIONS FOR YOU	500.00
	TOTAL	95,141.09
0021003918 0021003919 0021003920 0021003921 0021003922 0021003923 0021003924	LOCAL RESTRICTED RESOURCES  THE HOME DEPOT PRO (SUPPLYWORKS)  H & H WHOLESALE PARTS  AAA ELECTRIC MOTOR SALES  AA1 GRAPHICS & SIGNS  DECKER EQUIPMENT/SCHOOL FIX  BARRETT ROBINSON  MONOPRICE INC.  VALLEY LOCKSMITH  GMS ELEVATOR SERVICES, INC  ELEVATORS MAINTENANCE - FACILITY & SUPPORT OPERATIONS	250.54 59.22 148.15 932.72 367.82 247.42 380.29 701.65 2,610.00
0021003926	GMS ELEVATOR SERVICES, INC ELEVATORS MAINTENANCE - FACILITY & SUPPORT OPERATIONS	3,390.00
	OFFICE DEPOT EMANUELA MANDILE CONSULTANT TO PROVIDE VIRTUAL ASSISTNACE TO STUDENTS IN THE ITALIAN DUAL LANGUAGE PROGRAM, BOARD APPROVED 1/19/2021 -	110.00 4,725.00

FRANKLIN ELEMENTARY SCHOOL

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) R VENDOR	AMOUNT
0021003936	BELDERIAN ENTERPRISES, LLC SERVICE CONTRACT TO PROVIDE AND INSTALL HAND WASHING STATIONS DISTRICTWIDE, RELATED TO COVID RETURN TO SCHOOL - PLANNING, DEVELOPMENT & FACILITY	21,325.00
0021003937	BELDERIAN ENTERPRISES, LLC SERVICE CONTRACT TO PROVIDE ELETRICAL FOR HAND WASHING STATIONS, RELATED TO COVID RETURN TO SCHOOL - CLARK MAGNET HIGH SCHOOL	6,850.00
0021003938	BELDERIAN ENTERPRISES, LLC SERVICE CONTRACT TO PROVIDE ELETRICAL FOR HAND WASHING STATIONS, RELATED TO COVID RETURN TO SCHOOL - PLANNING, DEVELOPMENT & FACILITY	9,900.00
0021003947	FLORENCE FILTER CORPORATION  HVAC PARTS AND MATERIAL DISTRICTWIDE - FACILITY & SUPPORT OPERATIONS	22,473.14
	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) WYATT W. UNDERWOOD & ASSOCIATES SERVICE CONTRACT FOR REPAIRS ON RUNNING TRACKS AT GLENDAL AND HOOVER HIGH SCHOOLS - FACILITY & SUPPORT OPERATIONS	307.27 3,751.53 E
0021003965	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA DOODLY - ANNUAL SUBSCRIPTION - STUDENT SUPPORT SERVICES	73,87
0021003972 0021003973 0021003974 0021003995	CALIFORNIA SMOG & TEST ONLY MAR-CO EQUIPMENT COMPANY DUNN-EDWARDS CORPORATION UNITED REFRIGERATION, INC. GARDENER'S SUPPLY OFFICE DEPOT BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - FOOD SERVICES	140.00 168.74 110.24 44.64 120.94 1,000.00
0021004013	FITBIT, INC.  SERVICE AGREEMENT TO PROVIDE HEALTH AND WELLNESS SERVICES TO GUSD EMPLOYEES - HUMAN RESOURCES	108,000.00
0021004019 0021004021	BEAR COMMUNICATIONS INC DBA BEARCOM AMAZON CAPITAL SERVICES, INC. J.W. PEPPER & SON, INC. FOLLETT SCHOOL SOLUTIONS, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - MONTO VISTA ELEMENTARY SCHOOL	385.88 60.52 600.87 2,000.00
	BETRAND MUSIC ENTERPRISES INC CLARA BENALI CONSULTANT TO PROVIDE VIRTUAL ASSISTANCE AND SUPPORT TO TI ITALIAN DUAL LANGUAGE PROGRAM, BOARD APPROVED 2/2/2021 - FRANKLIN ELEMENTARY SCHOOL	876.41 9,084.00 HE
0021004039	A & P ELECTRIC, INC.  SERVICE CONTRACT FOR ELECTRICAL SERVICES IN GYM AREA AT TOI  MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	4,900.00 .L

PO NUMBE	LOCAL RESTRICTED RESOURCES (CONTINUATION) R VENDOR	AMOUNT
0021004042	A & P ELECTRIC, INC.  SERVICE CONTRACT FOR ELECTRICAL SERVICES IN GYM AREA AT  ROOSEVELT MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	4,850.00
0021004043	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) OFFICE EQUIPMENT - PLANNING, DEVELOPMENT & FACILITIES	1,696.82
0021004047 0021004048 0021004049 0021004050 0021004051 0021004053 0021004054	PACIFIC RADIO ELECTRONICS REFRIGERATION SUPPLIES DISTRIBUTOR BUILDERS FENCE CO INC AIRGAS USA, LLC ADI ALL-PHASE ELECTRIC SUPPLY CO COAST APPLIANCE PARTS AA1 GRAPHICS & SIGNS SCHOOLSFIRST FEDERAL CREDIT UNION - VISA FIRST CHOICE BY ANDYMARK - SHIPPING CHARGES FOR	544.99 572.94 80.26 69.99 49.75 272.27 225.12 70.56 42.65
02106409R	INSTRUCTIONAL MATERIALS - CLARK MAGNET HIGH SCHOOL BARNES & NOBLE	161.92
02100 107K	TOTAL	214,733.13
	FOOD SERVICES FUND INTERMOUNTAIN LOCK & SECURITY SUPPLY UNITED REFRIGERATION, INC.	48.89 421.58
	TOTAL	470.47
0021003946	MEASURE S PROJECTS FUND DAKTRONICS, INC. SCHOOL MARQUEE FOR EDISON ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	14,838.70
0021003948	GARCIA'S FENCE CORP.  SERVICE CONTRACT TO PROVIDE LABOR AND PARTS TO INSTALL  RAILING AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT  & FACILITIES	16,750.00
0021003949 0021003956	ENCORP ORBACH HUFF SUAREZ & HENDERSON LLP BLANKET PURCHASE ORDER FOR PROFESSIONAL SERVICES - PLANNING, DEVELOPMENT & FACILITIES	950.00 2,000.00
0021003960	BELDERIAN ENTERPRISES, LLC SERVICE CONTRACT FOR CONCRETE REPAIRS AND CLEAN UP AT WILSON MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	26,730.00
0021003966	LAMCO DEVELOPMENT INC/DBA JPL ZONING SRV BLANKET PURCHASE ORDER FOR THE US MAIL SERVICES - CRESCENTA	3,000.00

VALLEY HIGH SCHOOL

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
0021003976 CUSTOM SIG	GNS, INC. SERVICE AGREEMENT FOR INSTALLATION OF DAKTRONICS SIGN AT EDISON ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	6,592.00
0021003978 SCHOOLSFII	RST FEDERAL CREDIT UNION - VISA RENAISSANCE PALM SPRINGS HOTEL - CONFERENCE EXPENSES - PLANNING, DEVELOPMENT & FACILITIES	650.00
0021004014 DIVISION OI	F THE STATE ARCHITECT DSA INSPECTION OF RECORD FEE FOR THE INTERIM HOUSING AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	15,250.00
0021004040 tBP/ARCHIT	ECTURE ARCHITECTURAL SERVICES AT GLENDALE HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	18,000.00
	TOTAL	104,760.70

# LIST OF PO CHANGE ORDERS DURING THE PERIOD OF 1/25/2021 THROUGH 2/5/2021 CONSENT CALENDAR NO. 5 - FEBRUARY 16, 2021

Change Order Date	PO#	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
1/25/2021	0021000914	UNITED SITE SERVICES	INCREASE PO TO COVER COSTS THROUGH 6/30/2021	\$3,319,07	\$3,647.00	\$6,966.07
1/27/2021	0021000682	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURCHASES	\$10,000.00	\$10,000.00	\$20,000.00
1/26/2021	0021001431	SMART & FINAL	INCREASED PO FOR ADDITIONAL PURCHASES	<b>\$</b> 400.00	\$400,00	\$800.00
<b>2/1/20</b> 21	0021002043	CHILDCARE CAREERS, LLC	INCREASED PO FOR ADDITIONAL SERVICES NEEDED	\$45,000.00	\$7,000.00	\$52,000.00
2/1/2021	0021003190	DOUG FREGOLLE PROMOTIONS	INCRASED PO FOR ADDITIONAL PURCHASES	\$2,109.56	\$251,99	\$2,361.55
2/3/2021	0021000442	AMAZON	INCREASE BLANKET PO	\$2,000.00	\$2,000.00	\$4,000.00
2/3/2021	0021002507	DAB INNOVATIONS, INC.	INCREASE PO FOR ADDITIONAL MATERIALS AND LABOR	\$40,205.00	\$3,679.00	\$43,884.00
2/4/2021	0001021487		INCREASE PO FOR ADDITUIONAL SERVICES REQUIRED	\$153,112.00	\$3,170.00	\$156,282.00
2/5/2021	0020106781	ARUP NORTH AMERICA LTD	INCREASE PO TO REPLACE THE STALES CHECK	\$22,300.00	\$2,101.75	\$24,401.75

February 16, 2021

CONSENT CALENDAR NO. 6

TO:

Board of Education

FROM:

Dr. Vivian Ekchian, Superintendent

SUBMITTED BY:

Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY:

Craig Larimer, Financial Analyst

SUBJECT:

**Appropriation Transfer and Budget Revision Report** 

The Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted and Restricted and Fund 13.0.

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

GLENDALE UNIFIED SCHOOL DISTRICT February 16, 2021 CONSENT CALENDAR NO. 6 BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

		BUDGET	BUDGET
REVENUES		TRANSFERS	ADJUSTMENTS
8010-8099	Local Control Funding Formula	\$0	\$0
8100-8299	Federal	\$0	\$0 🖟 🛒 💆 🦠
8300-8599	Other State	\$0	\$0
8600-8799	Local	\$0	\$227
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$227

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$0
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	\$0	\$81,844
5000	Contract Services	\$0	\$0
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIA	TIONS	\$0	\$81,844

NET INCREASE/DECREASE IN FUND BALANCE	\$0	(\$81,617)

February 16, 2021 BUDGET TRANSFER AND ADJUSTMENT REPORT CONSENT CALENDAR NO. 6 BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT GENERAL FUND, UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

#### **BUDGET TRANSFERS**

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
											,,,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Various	Supplemental program	0	0	0	0	0	0	0	0	\$0	Supplies, Services, Classifed Salaries and Benefit
Mountain Avenue	General Fund	0	0	0	0	0	0	0	0	\$0	Supplies
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Tota	Adjustment appropriates funds for:
 District	2020-21 Independent Study	- 0	0	0	81,844	0	0	0	(81,844)	\$0	20-21 new appropriation for Independent Study
District Misc. Income	General Fund	0	0	0	0	0	0	0_	227		Recycling
		- 0	0	0	0	0	0	0	0	\$0	
	· .	\$0	\$0	\$0	\$81,844	\$0	\$0	\$0	(\$81,617)	\$227	

Object Codes

1000 Certificated Salaries

5000 Services & Other Operating Supplies

2000 Classified Salaries

6000 Capital Outlay

3000 Employee Benefits 4000 Books & Supplies

7000 Other Outgo

9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT February 16, 2021 CONSENT CALENDAR NO. 6 BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

		BUDGET	BUDGET
REVENUES		TRANSFERS	ADJUSTMENTS
8010-8099	Local Control Funding Formula	\$0	\$0
8100-8299	Federal	\$0	\$20,771,385
8300-8599	Other State	\$0	\$0
8600-8799	Local	\$0	\$15,966
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$20,787,351

		BUDGET	BUDGET
APPROPRIATION OBJECT		TRANSFERS	ADJUSTMENTS
1000	Certificated Salaries	(\$7,995)	\$7,300,000
2000	Classified Salaries	(\$500)	\$7,271,385
3000	Employee Benefits	(\$1,710)	\$6,200,000
4000	Instructional Supplies	\$20,205	\$8,950
5000	Contract Services	(\$10,000)	\$163,766
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPR	IATIONS	\$0	\$20,944,101

NET INCREASE/DECREASE IN FLIND BALANCE \$0 (\$156.750)		 	
THE INTRODUCE THE ONE BILLINGE	NET INCREASE/DECREASE IN FUND BALANCE	 \$0	(\$156,750)

February 16, 2021

CONSENT CALENDAR NO. 6

BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS	Program Description	Resource										
Total Budget Trsfrs	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
						1						
Daily HS	CIS	95100.0	0	0	0	0	0	0	0	0	\$0	Supplies
Administration	RSI	95100.0	0	0	0	0	D	0	0	0	\$0	Supplies
Various	Title I	95100.0	(7,500)	(500)	(1,710)	19,710	(10,000)	0	0	0	\$0	Supplies
CMHS	SSP	95100.0	(495)	0	0	495	0	0	0	0	\$0	Supplies
			0	0	0	0	0	0	0	0	\$0	
			(\$7.995)	(\$500)	(\$1.710)	\$20,205	(\$10,000)	\$0	\$0	\$0	\$0	

BUDGET_ADJUSTMEN	ITS	Resource	!									
Dept/Site	Program Description	Code	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
											ļ	
Equity. Accesss and Fa	Donation from Adelante Latinos	95100.0	0	0	0	0	500	0	0	. 0	\$500	To allocate income
CMHS	Donation from FIRST	95100.0	0	0	0	4,450	0	0	0	0	\$4,450	To allocate income (Robotic program)
Educational Services	Donation from Captial Group	95100.0	0	0	0	500	0	0	. 0	0	\$500	To allocate income
District	Wellness Program	95100.0	0	0	0	0	156,750	0	0	(156,750)	\$0	To allocate income (Wellness program)
Daily	School Site Donations	95100.0	0	0	0	0	16	0	0	0	\$16	To allocate income
Mountain Avenue	School Site Donations	95100.0	0	0	0	4,000	0	0	0	0	\$4,000	To allocate income (instructional supplies)
Mountain Avenue	School Site Donations	95100.0	0	0	0	0	6,500	0	0	0	\$6,500	To allocate income (repairs)
District	ESSER II	32120.0	7,300,000	7,271,385	6,200,000	0	0	0	0	0	\$20,771,385	New ESSER II
	"											
		1	0	0	0	0	0	0	0	0	\$0	

Total Budget Adjustments

Object Codes 1000 Certificated Salaries 2000 Classified Salaries 3000 Employee Benefits

\$7,300,000 \$7,271,385 \$6,200,000

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

7000 Other Outgo 8000 Income 9000 Designated Reserves

\$8,950 \$163,766

\$0

(\$156,750) \$20,787,351

GLENDALE UNIFIED SCHOOL DISTRICT February 16, 2021 CONSENT CALENDAR NO. 6 BUDGET TRANSFER AND ADJUSTMENT REPORT

#### NUTRITION SERVICES FUND (13.0)

		BUDGET	BUDGET
REVENUES		TRANSFERS	ADJUSTMENTS
8010-8099	Revenue Limit	\$0	\$0
8100-8299	Federal	\$0	\$348,158
8300-8599	Other State	\$0	\$0 \$ \$ \$
8600-8799	Local	\$0	\$0
8910-8999	Transfers In/Contributions	\$0	\$0
TOTAL REVENUES		\$0	\$348/158

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	\$0	\$0
2000	Classified Salaries	\$0	\$0 🎉 🗀
3000	Employee Benefits	\$0	\$0
4000	Instructional Supplies	\$0	\$0 % <del>-1</del>
5000	Contract Services	\$0	\$0
6000	Capital Outlay	\$0	\$0
7000	Other Outgo/Indirect/Transfers Out	\$0	\$0
TOTAL BUDGETED APPROPRIATION	ONS	\$0	\$0

NET INCREASE/DECREASE IN FUND BALANCE	\$0	\$348,158

GLENDALE UNIFIED SCHOOL DISTRICT February 16, 2021 CONSENT CALENDAR NO. 6 Nutrition Services (13.0)

#### **BUDGET TRANSFERS**

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
											]
	· · · ·										
Total Budget Transfers		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

#### BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Revision appropriates funds for:
		1									
District	Child Nutrition - CARES Act	0	0	0	0	0	0	0	0	348,158	Federal Revenue
District	Child Nutrition - CARES Act	0	0	0	0	0	0	0	0	(348,158)	Contribution
District	Child Nutrition - School Program	0	0	0	0	0	0	0	348,158	348,158	Contribution
_											
					- "						
Total Budget Adjustme	nts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$348,158	\$348.158	

Object Codes

1000 Certificated Salaries

2000 Classified Salaries

3000 Employee Benefits

4000 Books & Supplies

5000 Services & Other Operating Supplies

6000 Capital Outlay

7000 Other Outgo 8000 Income 9000 Reserves

February 16, 2021

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director

Equity, Access, and Family Engagement

SUBJECT: Approval of the Services Agreement between Glendale Unified

School District and Matt Wilhelm, Inc.

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Matt Wilhelm, Inc. in the amount of \$475.00 to provide a virtual assembly on bullying prevention to students at Chamlian Armenian School.

Glendale Unified School District has contracted with Matt Wilhelm, Inc. to provide a virtual assembly that covers bullying prevention and kindness, growth mindset, and resilience to the students at Chamlian Armenian School that chose to participate in Title IV, Part A. Funds from Title IV, Part A, may be used to increase students' skills, build school and community relationships, provide conflict resolution and community involvement.

The contract period is from March 15, 2021 through March 30, 2021. The total cost for these services is \$475.00 which is covered by Title IV, Part A, funds.

**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.

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

### SERVICES AGREEMENT

Th	is Agreement for Professional Services ("Agreement") is made and entered into as of the 26 day
	January , 2021 by and between the Glendale Unified School District, ("District") and
	Matt Wilhelm Inc a corporation, whose place of business  Naperville, IL [City], herein referring to as ("Contractor"), (together, "Parties").
is _	Naperville, IL [City], herein referring to as ("Contractor"), (together, "Parties").
W]	TNESSETH: The parties do hereby contract and agree as follows:
1.	Services Description. CONTRACTOR will perform the services described in the "Scope of Work"
	attached hereto as Addendum A and made a part thereof.
NC	DW, THEREFORE, the Parties agree as follows:
1.	Term. Contractor shall commence providing services under this Agreement on March 15, 2021 and will diligently perform as required and complete performance by March 31, 2021
2.	Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
	<ul> <li>X Signed Agreement</li> <li>X Workers' Compensation Certification</li> <li>X Fingerprinting/Criminal Background Investigation Certification</li> <li>X Insurance Certificates and Endorsements</li> <li>X W-9 Form</li> <li>X Non-collusion Declaration</li> <li>X Tuberculosis Clearance</li> </ul>
3.	Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE)  Four hundred seventy five dollars (\$\frac{475.00}{\text{00}}\$) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:
	Note: Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.
4.	Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  4.1. N/A

- 5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
- 6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
- 7. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### 8. Termination.

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

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

9. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

#### 10. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily	Requirement
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	7 -,,
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

10.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability

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

- 10.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 10.2.1: A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
  - 10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
  - 10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
    - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 11. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 12. Compliance with Laws. Debarment and Suspension. Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
- 13. Certificates/Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 14. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination. District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
- 16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
- 17. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 18. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 19. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, it 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 conduction business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; 3) is received from, or was made available to, a third party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its consent to such disclosure.

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

### District:

#### **Contractor:**

#### **Glendale Unified School District**

223 N. Jackson Street Glendale, California 91206 ATTN: Mrs. Bonnie Cervantes

Matt Wilhelm Inc	
25 W. 151 Brandwine CT	
Naperville, IL 60540	

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

- 22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
- 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 26. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 27. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 28. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 29. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

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

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

42. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### SIGNATURE PAGE

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

Comp	any Na	me Matt Wilhelm Inc						
Ву:	signature	on file	owne	er				
	Signatur Mr. Matt M		Title					
	Print Name		Date	ed: <u>2/1</u>	, 20 <u>21</u>			
Ву:								
, .	Signatur	e	Title					
	Print Na	me	Date	ed:	, 20			
The first The seco Assistant Alternati	corporate nd corpora Treasurer vely, a sin	s a corporation, signatures of two spec officer signature must be one of the for the officer signature must be one of the comporate signature is acceptable we define the company. (California Corporation	llowing: 1) Chair following: 1) Se when accompanied	man of the Board; 2) the Procretary; ) Assistant Secretar  I by a corporate resolution of	esident; 3) any Vice President. y; 3) Chief Financial Officer; 4)			
Inform License		garding Contractor:		27-2019099	•			
Addres	s:	25 W 151 Brandwine CT		Employer Identification and/or Social Security Number				
		Naperville, IL 60540		NOTE: Section 6041	of the Internal			
Teleph	one:	(630)430-4130			Title 26 of the Code of			
Facsim	ile:			requires the recipies	(26 C.F.R. 1.6041-1) its of \$600.00 or			
E-Mail	:	info@mattwilhelm.com		more to furnish thei information to the p	ayer. In order to			
In	ndividual			comply with these requirements, the District requires the Contractor to furnish the information requested in this				
	ole Prop artnershi	rietorship D		section.				
	imited P	artnership						
	-	orporation, State:						
Glenda	ale Unit	fied School District						
Ву:			Dat	e:				
Print N	lame:	Dr. Keily King	<del></del>					
Print T	itle:	Assistant Superintendent	<del></del>					

## **ATTACHMENT A**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's entire Proposal is <u>not</u> made part of this Agreement.

Contractor may provide the following General Services:

Matt Wilhelm Inc, will provide Chamlian Armenian School a virtual assem⊡y that covers □ullying prevention, □indness growth mindset, and resilience.

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Deb Rinder, Executive Director, Special Education

Dr. Marine Avagyan, Director, Equity, Access and Family

Engagement

SUBJECT: Approval of Revisions to Board Policies Relating to Community

Relations, Students, and Instruction

The Superintendent recommends that the Board of Education approve revisions to Board Policies (BP) 1312.3 (Uniform Complaint Procedures); BP 5126 (Awards for Achievement); BP 6146.1 (High School Graduation Requirements); BP 6146.2 (Certificate of Proficiency/High School Equivalency); and BP 6159 (Individualized Education Program) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

## **BP 1312.3 – Uniform Complaint Procedures**

CSBA Update December 2020 Last GUSD Update: July 2020

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

Glendale Unified School District Consent Calendar No. 8 February 16, 2021 Page 2

#### **BP 5126 – Awards for Achievement**

CSBA Update December 2020 Last GUSD Update: September 2015

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

#### BP 6146.1 – High School Graduation Requirements

CSBA Update December 2020 Last GUSD Update: September 2019

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

#### BP 6146.2 – Certificate of Proficiency/High School Equivalency

CSBA Update December 2020 Last GUSD Update: October 2019

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

#### **BP 6159 – Individualized Education Program**

CSBA Update July 2020 Last GUSD Update: February 2014 Glendale Unified School District Consent Calendar No. 8 February 16, 2021 Page 3

BP 6159 is updated to include the requirement, formerly in BP/AR 0430 - Comprehensive Local Plan for Special Education, to provide a free appropriate public education (FAPE) to students who have been suspended or expelled from school or who are placed by the district in a nonpublic, nonsectarian school. The revised policy adds the requirement to provide FAPE to individuals age 18-21 who are incarcerated in an adult correctional facility if they had been identified as students with disabilities or had an individualized education program (IEP) in their prior educational placement. Content regarding the rights of foster parents is being moved to the administrative regulation.

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

Copies of the revised BPs are attached to this memo.

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

**TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2:** Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase parent and family engagement opportunities.

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

## **Uniform Complaint Procedures**

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

## Complaints Subject to the UCP

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

- 1. Accommodations for pregnant and parenting students (Education Code 46015)
- 2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
- 3. After School Education and Safety programs (Education Code 8482-8484.65)
- 4. Agricultural career technical education (Education Code 52460-52462)
- 5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
- 6. Child care and development programs (Education Code 8200-8498)
- 7. Compensatory education (Education Code 54400)
- 8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
- 9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)
- 10. Discrimination, harassment, intimidation, or bullying in District programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or

## **Uniform Complaint Procedures**

mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

- 11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
- 12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)
- 13. Local control and accountability plan (Education Code 52075)
- 14. Migrant education (Education Code 54440-54445)
- 15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
- 16. Student fees (Education Code 49010-49013)
- 17. Reasonable accommodations to a lactating student (Education Code 222)
- 18. Regional occupational centers and programs (Education Code 52300-52334.7)
- 19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
- 20. School safety plans (Education Code 32280-32289)
- 21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
- 22. State preschool programs (Education Code 8235-8239.1)
- 23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)
- 24. Any complaint alleging retaliation against a complainant or other participant in the

## <u>Uniform Complaint Procedures</u>

complaint process or anyone who has acted to uncover or report a violation subject to this policy

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

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

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

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

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

## Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County

## **Uniform Complaint Procedures**

Department of Social Services, Protective Services Division, and the appropriate law enforcement agency. (5 CCR 4611)

- 2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to the Department of Social Services. (5 CCR 4611)
- 3. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in AR 4030 Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
- 4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
- 5. Any complaint alleging noncompliance of the District's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 Nutrition Program Compliance. (5 CCR 15580-15584)
- 6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the District's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 Nutrition Program Compliance. (5 CCR 15582)
- 7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 Williams Uniform Complaint Procedures. (Education Code 35186)

Legal References:

Education Code, Sections 200-262.4; 8200-8498; 8500-8538; 18100-18203; 32280-32289; 35186; 46015; 48853-48853.5; 48985; 49010-49014; 49060-49079; 49069.5; 49490-49590; 49701; 51210; 51222; 51223;

## Uniform Complaint Procedures

51225.1-51225.2; 51226-51226.1; 51228.1-51228.3; 52059.5; 52060-52077, 52075; 52300-52462; 52500-52616.24; 54000-52462; 52500-52616.24; 54400-54425; 54440-54445; 54460-54529; 59000-59300; 64000-64001; 65000-65001

Government Code, Sections 11135; 12900-12996

Health and Safety Code, Sections 1596.792; 1596.7925

Penal Code, Sections 422.55; 422.6

Code of Regulations, Title 2, Section 11023

Code of Regulations, Title 5, Sections 3200-3205; 4600-4670; 4680-4687; 4690-4694; 4900-4965; 15580-15584

United States Code, Title 20, Sections 1221; 1232g; 1681-1688; 6301-6576; 6801-7014

United States Code, Title 29, Section 794

United States Code Title 42, Sections 2000d-2000e-17; 2000h-2-2000h-6; 6101-6107; 11431-11435; 12101-12213

Code of Federal Regulations, Title 28, Section 35.107

Code of Federal Regulations, Title 34, Sections 99.1-99.67; 100.3; 104.7; 106.1-106.82; 106.8; 106.9; 110.25

Policy Adopted:

11/17/1992

Policy Amended:

12/17/2002; 11/03/2010; 03/11/2014; 04/15/2014; 05/06/2014; 04/05/2016; 10/18/2016; 08/15/2017; 02/06/2018; 05/01/2018; 06/04/2019; 07/14/2020; 02/16/2021

(Formerly BP 1312)

#### **Students**

#### Awards for Achievement

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

#### District/School Awards

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

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

## A. Golden State Seal Merit Diploma

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

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

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

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

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

The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

## C. State Seal of Civic Engagement

#### Students

#### Awards for Achievement

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

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

## D. Scholarship and Loan Fund

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

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

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

Legal Reference:

Education Code, Sections 220; 35160; 35310-35319; 44015; 51243-

51245; 51450-51455; 51460-51464; 51470-51474; 52164.1

Government Code, Sections 54950-54963

Code of Regulations, Title 5, Sections 876; 1632; 11517.6-11519.5

Policy Adopted:

06/07/2011

Policy Amended:

09/15/2015; 02/16/2021

## 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

## High School Graduation Requirements

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

- e. World Language 1 year (10 credits)\* OR Fine Arts 1 year (10 credits)\*\* a student who chooses to take one year of world language to fulfill this requirement must take one semester of fine arts in addition.
- f. Visual and Performing Arts (VAPA) 1 semester (5 credits) required unless fulfilled by "e" above
  - \* A student who chooses to take one year of world language to fulfill this requirement must also take a VAPA course to fulfill one year (10 credits) for the A-G requirements.
  - \*\*A CTE-VAPA course must be an approved course for A-G requirements to fulfill the A-G requirements. To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)
- g. Career Preparation 1 semester (5 credits)
- h. Health 1 semester (5 credits)
- i. Physical Education, unless the student has been otherwise exempted pursuant to other sections of the Education Code, 2 years (20 credits) (maximum of 40 semester credits applied toward graduation) (Education Code 51225.3)
- B. Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
- C. Students in grade 12 shall be enrolled in at least five courses each semester. This requirement shall not apply to students enrolled in career and technical education programs, community college courses, independent study, continuation education classes, work experience education programs, and special education programs as designated by the individualized education program.

## High School Graduation Requirements

## 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 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

## High School Graduation Requirements

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 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)

#### High School Graduation Requirements

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

(Formerly BP 5216)

## <u>Instruction</u>

## Certificate of Proficiency/High School Equivalency

The Board of Education desires that every student have the opportunity to earn a high school diploma through successful completion of District graduation requirements. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows the student to obtain an equivalent certificate.

Eligible persons who pass the California High School Proficiency Examination may obtain a certificate of proficiency from the State Board of Education (SBE). Eligible persons who pass a general educational development test designated by the SBE may obtain a high school equivalency certificate from the testing service.

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program.

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

Legal Reference:

Education Code, Sections 48400-48403; 48410; 48412; 48413; 48414;

51420-51427; 52052

Code of Regulations, Title 5, Sections 11520-11523; 11530-11532

Policy Adopted:

10/15/2002

Policy Amended:

10/07/2019; 02/16/2020

#### Individualized Education Program

The Board of Education desires to provide full educational opportunities to all students with disabilities. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

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

The District shall make FAPE available to individuals with disabilities ages 3-21 who reside in the District, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

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

#### Legal Reference:

Education Code, Sections 46392; 51225.3; 56040.3; 56055; 56136; 56195.8; 56321; 56321.5; 56340.1-56347; 56350-56354; 56380; 56390-

56392; 56500-56509; 60640-60649 Family Code, Sections 6500-6502 Government Code, Sections 7572.5

Welfare and Institutions Code, Sections 300; 601; 602

Code of Regulations, Title 5, Sections 853-853.5; 3021-3029; 3040-3043;

3051-3053

United States Code, Title 20, Sections 1232g; 1400-1482 Code of Federal Regulations, Title 34, Sections 300.1-300.818

Court Decisions:

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

773

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

## Individualized Education Program

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

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

1398

Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988 Attorney General Opinions: 85 Ops.Cal.Atty.Gen. 157 (2002)

Policy Adopted:

02/18/2014

Policy Amended:

02/16/2021

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Agreement with Grand Canyon University

The Superintendent recommends that the Board of Education approve the Student Teaching Affiliation Agreement with Grand Canyon University.

This agreement is between the Glendale Unified School District and Grand Canyon University to provide Student Teaching Internships, Practicum, and Observations at GUSD schools. The term of the Agreement will begin on 2/1/2021 and end on 6/30/2024. There is no fiscal impact to the District.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

**TO SUPPORT BOARD PRIORITY NO. 2**: Create a Culture of Learning - Support student learning with safe schools and programs that emphasize and increase inclusion, build positive relationships, and continue to enhance opportunities for life-long success.

# Student Teaching Affiliation Agreement Between Grand Canyon University And Glendale Unified School District

- 1. <u>Parties</u>: This agreement is entered into on this **1st** day of **February** 2021 by and between Grand Canyon University and **Glendale Unified School District** located at 223 North Jackson Street, Glendale, CA 91206. Hereafter referred to as the "District."
- 2. **Purpose**: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- 3. Term: The term of this Agreement begins 2/1/2021 and ends 6/30/2024.
- 4. Compliance with Handbook and Policy: Grand Canyon University and Grand Canyon University's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- 5. Cooperating Teachers: The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.

- 6. <u>Confidentiality</u>: Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- 7. <u>Indemnification and Hold Harmless</u>: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- 8. **Assignment**: The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
- 9. <u>Notices</u>: Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 West Camelback Road
Phoenix, Arizona. 85017

District

Glendale Unified School District 223 North Jackson Street, Glendale, CA 91206

- 10. <u>Modification of Agreement</u>: This agreement may be modified only by written amendment executed by all parties.
- 11. <u>Termination</u>: Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
- 12. **Partnership/Joint Venture/Employment**: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

- 13. Nondiscrimination: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, ancestry,nationality, ethnicity, ethnic group identification, marital or parental status, physical or mental disability, medical condition, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics. national origin.
- 14. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

## 15. Responsibilities of Grand Canyon University

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
- i. Commercial General Liability (Minimum Requirements):

## Limits of Liability:

\$1,000,000 Combined Single Limit \$2,000,000 General Aggregate \$1,000,000 Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments

#### Coverage:

Premises/Operation Liability Medical Payments Liability

## Contractual Liability Personal Injury Liability Independent Contractors

## ii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University** 

Dr. Timburgi Fatrade		
Ву:	By	
(Signature)		(Signature)
Name Dr. Kimberly LaPrade	Name	
(Please print or type)	(Please print or type)	
Title: Dean, College of Education	Title:	
Date: 2/1/2021	Date:	

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 16, 2021

#### CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBJECT: Acceptance of Gifts

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

- a. FIRST wishes to donate to the District \$4,450.00 to purchase instructional materials and supplies for use by the Robotics Team 626 at Clark Magnet High School.
- b. Judy Gardner Gillham wishes to donate to the District \$100.00 to purchase kindergarten books and supplies for use at Thomas Jefferson Elementary School.
- c. Mountain Avenue Committed to Kids wishes to donate to the District \$6,500.00 to pay for copier repairs, rentals and leases for use at Mountain Avenue Elementary School.
- d. Mountain Avenue Committed to Kids wishes to donate to the District \$4,000.00 to purchase classroom supplies for use at Mountain Avenue Elementary School.
- e. Capital Group on behalf of Capital Group Co Charitable Foundation wishes to donate to the District through the Educational Services Department \$500.00 to purchase instructional materials and supplies for use in the Japanese FLAG Program at Verdugo Woodlands Elementary School.
- f. Bill Gallimore and Robert Crocker wish to donate to the District through the Equity, Access and Family Engagement Department \$500.00 to pay for operating services to support the Adelante Latinos ceremony.
- g. Glendale Education Foundation wishes to donate to the District \$56,800.00 to support music programs for middle and high schools.
- h. Glendale Education Foundation wishes to donate to the District \$1,800.00 to support the Bently New Teacher Fund grant for 9 teachers to use in the music program.